

**DEXTER VILLAGE COUNCIL
REGULAR MEETING
MONDAY, JANUARY 27, 2014**

AGENDA 2-10-14
ITEM C-1

A. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

The meeting was called to order at 7:30 PM by President Keough at the Dexter Senior Center located at 7720 Ann Arbor Street in Dexter, Michigan.

B. ROLL CALL: President Keough

J. Carson
D. Fisher
J. Semifero

P. Cousins
J. Knight
R. Tell

Also present: Donna Dettling, Village Manager; Courtney Nicholls, Assistant Village Manager; Marie Sherry, Financial Director/Treasurer; Michelle Aniol, Community Development Manager; Carol Jones, Village Clerk; Dan Schlaff, Public Services Superintendent; Scott Maurer, Water and Sewer Department; Rana Emmons, Village Auditor; Dan Smith, District 2 County Commissioner; residents and media.

C. APPROVAL OF THE MINUTES

1. Regular Council Meeting – January 13, 2014

Motion Carson support Semifero to approve the minutes of the Regular Council Meeting of January 13, 2014 as presented.

Unanimous voice vote for approval

D. PREARRANGED PARTICIPATION

Thom Phillips – Presentation on Huron Farms connection to the Dexter-Huron Metro Park Trail

Mr. Phillips gave a visual presentation of the feasibility of four possible connections from Huron Farms to the Border to Border Trail and asked Council for support with an engineering study.

Village Auditor Rana Emmons – Review of Fiscal Year 2012-2013 Audit

Ms. Emmons reported the following on the Annual Audit:

- The audit has been filed with the state.
- The General Fund decreased by \$94,000 this year but less than the proposed budget.
- Overall revenues decreased.
- State shared revenues increased slightly.
- Village kept the millage rates steady and property tax decreased slightly (0.65%).

- Major expenditure was the Mill Creek Park in 2012.
- Major and Local Street funds – Act 51 money increased somewhat.
- Water and Sewer – billings and tap fees increased this year and expenditures were about the same.
- Pension and OPEB – added additional contributions above and beyond the usual contributions.
- New governmental standards coming out that will put pension liability on the books by June 2015.
- Recognized the Village for being on top of things.
- Responded to the question if anything would change if or when Dexter would become a city (handling things well now and this should continue).

Motion Fisher; support Semifero to suspend Council rules and act on item L-1 – Acceptance of Fiscal Year 2012-2013.

Ayes: Carson, Cousins, Fisher, Knight, Semifero, Tell and Keough
 Nays: None
 Motion carries

Motion Fisher; support Cousins to accept the Audit of Fiscal year 2012-2013.

Ayes: Cousins, Fisher, Knight, Semifero, Tell, Carson and Keough
 Nays: None
 Motion carries

E. APPROVAL OF THE AGENDA

Motion Carson; support Fisher to approve as agenda with the omission of L-1 and the addition of the K-1 Proposed Schedule for Future Meetings under Old Business.

Unanimous voice vote for approval

F. PUBLIC HEARINGS

Action on each public hearing will be taken immediately following the close of the hearing

None

G. NON-ARRANGED PARTICIPATION

None

H. COMMUNICATIONS:

1. Upcoming Meeting List
2. Sign Calendar
3. Letter from State Senator Rebekah Warren

I. REPORTS

1. Finance Director/Treasurer – Marie Sherry

Ms. Sherry submits her report as per packet. Ms. Sherry gave the following verbal updates:

- There is a correction on packet page 13, The Act 51 Report was filed with the Michigan Department of Transportation (not Treasury as printed).
- Worked with Scio Township to get the taxes due when ReCellular went into receivership.
- Reported on the Voluntary Public Parking cash account and Metro Acts Fund and the way that the Village can make use of these restricted funds.
- Spoke of the cost of winter maintenance and the need to make a transfer to cover expense.
- Mentioned that the Village has over \$500,000 in funds set aside for OPEB (Other Post Employment Benefits).

2. Public Services Superintendent – Dan Schlaff

Mr. Schlaff submits his progress report of the DPW and Water/Sewer per packet. Mr. Schlaff gave the following updates:

- Gave additional information on what type of reporting the lab does in its testing.
- Updated on the sludge handling – they are progressing but the weather is slowing things down. About 98% complete on the project. Looking at the end of February when the Village can begin digesting sludge.
- Met with Tim Clark of Cribley Drilling Company, reviewed what Raymer and Metro Sewer does and see if Cribley can work with the Village also.
- Question was asked how the roads in the Village are holding up. Mr. Schlaff reported that they are trying to make repairs when they can and have already used about 50% of the salt supply.

3. Interim Community Development Manager – Laura Kreps – written report only

Ms. Kreps submits her report as per packet.

4. Boards, Commissions. & Other Reports-“Bi-annual or as needed”

None

5. Subcommittee Reports -None

Economic Preparedness

Facilities

Roads

Utility

Website

6. Village Manager Report

Mrs. Dettling submits her report as per packet. Mrs. Dettling gave the following verbal updates:

- The Business Summit held on January was a great meeting and looking to meet again in April possibly at Med-Hub.
- Able to make the needed corrections with the Blackhawk Settlement Agreement.
- No update on the access easement for the MDOT River Terrace Trail.
- Request to the DAFD to see their proposed budget sooner.
- Question asked about the AT&T Franchise request.

7: President's Report

Mr. Keough submits his report as per packet. In addition Mr. Keough reported on the following:

- Did return the \$85,000 check to the Chelsea Area Wellness Foundation and they are scheduled to meet this evening.
- Met with the union and will be extending the contract through April 30.
- Attended the AAATA meeting last Thursday and they are moving forward with a millage between Ann Arbor, Ypsilanti and Ypsilanti Township for 0.7%.

J. CONSENT AGENDA

1. Consideration of: Bills and Payroll in the amount of \$407,530.65

Motion Fisher; support Semifero to approve item 1 of the Consent Agenda.

Unanimous voice vote for approval

K. OLD BUSINESS-Consideration and Discussion of:

1. Discussion of: Cityhood Next Steps-Charter Commission Update

Ms. Nicholls reported that the Charter Commission finished the Administrative Services section at the last meeting and next they will be working on Financial Management. They will be drafting a letter to the Attorney General as to Dexter's timeline and wanting to get the approval of the Charter on the November ballot. Question was raised as to what happens if the issue goes to a vote in November and if the first vote fails.

L. NEW BUSINESS-Consideration of and Discussion of:

2. Consideration of: Appointment of Michelle Aniol to the Position of Community Development Manager

Motion Carson; support Fisher to approve the appointment of Michelle Aniol to the position of Community Development Manager.

Ayes: Fisher, Knight, Semifero, Tell, Carson, Cousins and Keough
Nays: None
Motion carries

3. Consideration of: 2nd Quarter Budget Amendments

Motion Semifero; support Cousins to approve the 2nd Quarter Budget Amendments.

Ayes: Knight, Semifero, Tell, Carson, Cousins, Fisher and Keough
Nays: None
Motion carries

M. COUNCIL COMMENTS

Cousins	Reported on the SRSLY activity last Friday with 60 kids which was well received. The snow removal is great.
Fisher	None
Semifero	Noticing Sheriff's car in the mornings around 6:30 – 7 AM on the west bound section of Dexter Ann Arbor Road and wondering if there is problem. Drove into Ann Arbor today and their streets are a disaster.
Jones	None
Knight	None
Tell	Mentioned the environmental award received by the Village and the eloquent speech given by Mr. Cousins.
Carson	Also spoke of Mr. Cousin's eloquence at the award ceremony.

N. NON-ARRANGED PARTICIPATION

None

O. ADJOURNMENT

Motion Fisher; support Semifero to adjourn at 8:56 PM

Unanimous voice vote for approval

Respectfully submitted,

Carol J. Jones
Clerk, Village of Dexter

Approved for Filing: _____

2014 Meeting Calendar

Board	Date	Time	Location	Website	Village Representative
Washtenaw Area Transportation Study-Technical	2/5/2014	9:30 a.m.	Road Commission Offices	http://www.mi.wats.org/	Rhett Gronevelt
City Charter Commission	2/5/2014	6:30 p.m.	Copeland Board Room	http://www.dextermi.gov	
Dexter Area Historical Society Board	2/6/2014	7:00 p.m.	Dexter Area Historical Museum	http://www.dextermuseum.org/	
Dexter Community Schools Board of Education	2/10/2014	7:00 p.m.	Creekside Intermediate School	http://dexterschools.org/	
Dexter Village Council	2/10/2014	7:30 p.m.	Dexter Senior Center	http://www.dextermi.gov	
Dexter Village Tree Board	2/11/2014	3:00 p.m.	Village Offices	http://www.dextermi.gov	
5H - Dexter Coalition	2/11/2014	5:30 p.m.	Dexter Wellness Center		Paul Cousins, Donna Detling
Scio Township Board	2/11/2014	7:00 p.m.	Scio Township Hall	http://www.sciotownship.org/	
Chelsea Area Planning Team/Dexter Area Regional Team	2/12/2014	7:00 p.m.	Sylvan Township	http://www.ewashtenaw.org/	Jim Carson
Dexter Area Chamber of Commerce	2/12/2014	8:15 a.m.	Copeland Board Room	http://www.dexterchamber.org/	Julie Knight
Regional Fire Consolidation	2/12/2014	8:30 a.m.	Scio Township Hall		Shawn Keough
City Charter Commission	2/12/2014	6:30 p.m.	Copeland Board Room	http://www.dextermi.gov	
Gateway Initiative (Big 400)	2/14/2014	9:30 a.m.	Waterloo Recreation Area		Paul Cousins, Carol Jones
Dexter Township Board	2/18/2014	7:00 p.m.	Dexter Township Hall	http://www.twp-dexter.org/	
Dexter Village Parks Commission	2/18/2014	7:00 p.m.	Village Offices	http://www.dextermi.gov	Donna Fisher
Dexter Village Zoning Board of Appeals - if needed	2/18/2014	7:00 p.m.	Senior Center	http://www.dextermi.gov	Jim Carson
Webster Township Board	2/18/2014	7:30 p.m.	Webster Township Hall	http://www.twp.webster.mi.us/	
Dexter Downtown Development Authority	2/19/2014	7:30 a.m.	Senior Center	http://www.dextermi.gov	Shawn Keough
Washtenaw Area Transportation Study-Policy	2/19/2014	9:30 a.m.	Scio Township Hall	http://www.mi.wats.org/	Jim Carson
City Charter Commission	2/19/2014	6:30 p.m.	Copeland Board Room	http://www.dextermi.gov	
Dexter Area Fire Board	2/20/2014	6:00 p.m.	Dexter Township Hall	http://dexterareafire.org/	Ray Tell/Jim Seta
Dexter Community Schools Board of Education	2/24/2014	7:00 p.m.	Creekside Intermediate School	http://dexterschools.org/	
Dexter Village Council	2/24/2014	7:30 p.m.	Dexter Senior Center	http://www.dextermi.gov	
Scio Township Board	2/25/2014	7:00 p.m.	Scio Township Hall	http://www.sciotownship.org/	
Western Washtenaw Area Value Express	2/25/2014	8:15 a.m.	Chelsea Community Hospital	http://www.ridethewavebus.org/	Jim Carson
City Charter Commission	2/26/2014	6:30 p.m.	Copeland Board Room	http://www.dextermi.gov	

AGENDA 2-10-14
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Due to the possibility of cancellations please verify the meeting date with the listed website or the Village representative

	Name of Group	Dates	Number Approved	Approval Date	Locations	Name of Group	Dates	Number Approved	Approval Date	Locations
January	Dexter Senior Ctr-Winter Market	1/11 & 1/25	3-18X24 / 2-2'X4"	11/22/2013	1,2,4,5,44	August				
	St. Andrews-ABC Blood Drive	12/28-1/6/14	2-28" X 22"	12/26/2013	8					
	Dexter High School-Crazy for You	1/25-2/9	3-18X24/1- 2'X4" 1-3x5	1/6/2014	1,2,4,5,44					
	K of C-Quarter Mainia	1/15-1/23	5-18"X 24"	1/15/2014						
	Mill Creek-Red Cross Blood Drive	1/13-1/23	2-18" X 24"	1/15/2014	21 & 36					
	St. Andrews-Monthly dinners	1/31-2/6	1-2'X3"	1/6/2014	8					
February	Dexter Senior Ctr-Winter Market	2/8 & 2/22	3-18X24 / 2-2'X4"	11/22/2013	1,2,4,5,44	September	St. Andrews-Blood Drive	9/19-9/29	2 - 28" X 22"	1/6/2014 8 & 22
	Dexter Community Orchestra-Concert	2/9 & 2/23	2-4' X 3"	10/3/2013	5 & 9		St. Andrews-Monthly dinners	8/29-9/4 & 9/26-10/2	1-2'X3"	1/6/2014 8
	Dexter High School-Crazy for You	1/25-2/9	3-18X24/1- 2'X4" 1-3x5	1/6/2014	1,2,4,5,44					
	St. Andrews-Monthly dinners	1/31-2/6 & 2/28-3/6	1-2'X3"	1/6/2014	8					
	Dexter Senior Ctr-Winter Market	3/8 & 3/22	3-18X24 / 2-2'X4"	11/22/2013	1,2,4,5,44		October	St. Andrews-Monthly dinners	9/26-10/2 & 10/31-11/6	1-2'X3"
March	Community Band - Concert	2/17-3/2	1 - 18" x	11/1/2013	1,3,5					
	St. Andrews-Monthly dinners	2/28-3/6 & 3/28-4/3	1-2'X3"	1/6/2014	8					
April	Dexter Community Schools-ArtWalk	4/21-5/5/14	5- 18 X 24	12/11/2013	1,2,4,44,10	November	St. Andrews-Monthly dinners	10/31-11/6 11/28-12/4	1-2'X3"	1/6/2014 8
	Dexter Senior Ctr-Winter Market	4/5 & 4/19	3-18X24 / 2-2'X4"	11/22/2013	1,2,4,5,44					
	Dexter Community Orchestra-Concert	4/27/14	2-4' X 3"	10/3/2013	5 & 9					
	St. Andrews-Blood Drive	4/10-4/21	22"	1/6/2014	8 & 22					
	St. Andrews-Monthly dinners	3/28-4/3 & 4/25-5/1	1-2'X3"	1/6/2014	8					
May	Dexter Community Schools-ArtWalk	4/21-5/5/14	5- 18 X 24	12/11/2013	1,2,4,44,10					
	Community Band - Concert	4/21-5/4	18" x 24"	11/1/2013	1,3,5					
	St. Andrews-Monthly dinners	4/25-5/1	1-2'X3"	1/6/2014	8					
June										
July	St. Andrews-Blood Drive	07/10-07/21	22"	1/6/2014	8 & 22	December	St. Andrews-Monthly dinners	11/28-12/4	1-2'X3"	1/6/2014 8
Location Listing: 1 - Baker/Main, 2 - Central/Mill, 3 - Dexter Ann Arbor/Copeland, 4 - Main/Alpine, 5 - Baker/Cemetery, 6 - Monument Park, 7 - Creekside, 8 - 7610 Dexter Ann Arbor, 9 - Peace Park, 10 - Dexter Ann Arbor/Limits, 11 - Comerstone, 12 - Bates, 13 - 3443 Inverness, 14 - 7720 Ann Arbor Street, 15 - S. Main/Broad, 16 - N. Main/Broad, 17 - Edison/Ann Arbor Street, 18 - Dover/Fifth, 19 - Central/Fifth, 20 - Broad/Fifth, 21 - Mill Creek Middle School, 22 - Fourth/Inverness, 23 - Dexter Bakery, 24 - Lighthouse, 25 - Dexter Pharmacy, 26 - Warrior Creek Park Drive, 27 - Dexter Flowers, 28 - Terry B's, 29 - 7795 Ann Arbor St, 30 - 7915 Fourth, 31 - 7651 Dan Hoey, 32 - Wyllie, 33 - Lions Park, 35 - Dexter Crossing Entrance, 36 - Dan Hoey/Dexter Ann Arbor, 37 - Dover/Main, 38 - Fourth/Central, 39 - Baker/Hudson, 40 - Inverness/Ann Arbor, 41 - Main/Jeffords, 42 - Third/Broad, 43 - 3rd/Dover, 44 - Ryan/Dexter Ann Arbor, 45 - Meadowview/Dexter Ann Arbor, 46 - Ice Rink, 47 - Dexter Mill/RR tracks, 48 - 7444 Dexter										
** Dexter Farmers Market will place up to 5 signs on Friday, Saturday and Tuesday from May through October to advertise for the market										
** Dexter Area Chamber will place 4 signs on Friday night to announce the summer series (1, 2, 5, 44)										

AGENDA 2-10-14
ITEM I-1

Public Services Department

dschlaff@dextermi.gov

8140 Main Street Dexter, MI 48130-1092

Phone (734)426- Fax (734)426-

MEMO

To: President Keough and Council
From: Dan Schlaff, Public Services Superintendent
Date: February 10, 2014
Re: Utility Progress & DPW Progress Reports

Provided for Council review are progress reports for the following period:

Utility Progress Report and DPW Progress Report weeks of:

1/20/2014 to 1/26/2014

1/27/2014 to 2/2/2014 ✓

Please contact me, if you have any questions.

Utilities progress reports	1/20/2014	1/26/2014	7/Days		
sewer	9				
water	9				
mxu's, Wire	6				
new meters	3				
water shut offs turn on					
liftstations, Reads, Floats	4				
miss digs	1				
Decanting Secondary Digester	3				
hosing wwtp	1				
backwash filter building	3	70,000 gal			
final reads/beginning reads	6				
arsonic samples	1				
Morning Rounds WTP	5				
Morning Rounds WWTP	5				
Test fluse eye wash					
Mop 5th well					
Mop filter plant					
Weekend Operation & Lab	2				
Metro vac truck					
5th well annual grease,oil					
Filter plant service cL2 pumps					
Back wash sand filters WWTP	1	#1			

Utilities progress reports	1/20/2014	1/26/2014	7/Days		
Grit chamber new belt					
Filled oiler, greased screw pumps	3				
Unplugged ras pump					
High service pump maintenace					
Snow Removal WWTP, WTP,					
Industrial Park Liftstation,					
Dexter Crossing Liftstation,					
Westridge Liftstation,					
Huron Liftstation,					
Northeast Sanitary Easement					
Water Tower					
5 TH Well	10				
Pumped 2ndary scum pit	3				
Pumped down firric man hole					
Open iron pond drain	1				
Repacked Grease In Blower					
Greased raw pit blower					
Mixing blending tank	5				
NUBCO WATER READS	2	Meter # 71307627 Read 0047			
		Meter # 71756943 Read 2457			
FILLED GENERATORS WITH					
DIESEL FUEL. 5TH WELL,					
FILTER PLANT.					
Service chem pumps WWTP					
Rotated blower					
Disinfection Chambers WWTP					
Changed Cl2 Pump Hose 5TH					
Well					

Utilities progress reports	1/20/2014	1/26/2014	7/Days		
Monthly Fire Extinguisher Inspection					
Monthly Exit/Emergency Light Inspection					
Scott, Tim Helped DPW with Snow Removal					
Drive Motors Clarifiers					
Ran Both Back Up Submersible Pumps Inside, Outside.					
Ferric Man Hole					
5TH WELL	1	30' 2"			
WATER DUTY SHEETS	DRINKING WATER LAB 7 DAYS PER WEEK.				
1 Daily grab lab:					
2 PH			7-Days Per Week		
3 Iron			7-Days Per Week		
4 Flouride			7-Days Per Week		
5 Orthoposphate			7-Days Per Week		
6 Free Chlorine			7-Days Per Week		
WEEKLY LAB					
1 Raw Flouride				One Per Week	
2 Arsenic				One Per Week	
3 Raw Iron Ryan drive wells				One Per Week	
WEEKLY NPDES WFP					
1 PH			One Per Week		
2 Iron			One Per Week		
3 Suspended solids			One Per Week		
DRINKING WATER REPORTING					
1 Data entry for MORs					
			State Every Month.		
DRINKING WATER OTHER:					
1					

Utilities progress reports		1/20/2014	1/26/2014	7/Days		
WASTE WATER DUTY SHEETS		WASTE WATER LAB 7 DAYS PER WEEK.				
	1	Daily grab lab		7-Days Per Week		
	2	PH		7-Days Per Week		
	3	Temp		7-Days Per Week		
	4	DO		7-Days Per Week		
	5	Fecal Coliform		7-Days Per Week		
	6	Total Chlorine		7-Days Per Week		
	7	Settlablilty		7-Days Per Week		
	8	MSSS AT RAS		7-Days Per Week		
	9	Wasting rates		7-Days Per Week		
		Daily Composite Lab:				
	1	Dates:		01/13/2014 - 1/19/2014		
	2	BOD		7-Days Per Week		
	3	Suspended Solids		7-Days Per Week		
	4	Phosphorous		7-Days Per Week		
	5	Ammonia		7-Days Per Week		
		Sludge Lab:				
	1	PH		7-Days Per Week		
	2	Total Solids %		7-Days Per Week		
	3	Alkalinity		7-Days Per Week		
		Paragon Sampling:				
	1	Copper		1-Day Per Week		
	2					
		WASTE WATER REPORTING:				
	1	EDMR Submitted		State Every Month.		
		QA/QC:				
	1	Log Sheets		One Per Week		
		ORDER SUPPLIES:				
	1					
		ORDER CHEMICALS:				
	1	Bisulfate				
	2	Bleach				
		IPP:		received report		
	1	Alpha Metal				
	2	Reports				
	3	Other				

Utilities Progress reports		1/20/2014	1/26/2014	7/Days		
	IPP:					
	1 NUBC	Received Report				
	2 Reports					
	3 Other:					
	Miscellaneous:					
	1					
	2					
	Total Work Orders			237		

	1/27/2014	2/2/2014	7/Days		
sewer	11				
water	4				
mxu's, Wire	4				
new meters	3				
water shut offs turn on	2	8000 Shield RD			
liftstations, Reads, Floats	4				
miss digs	1				
Decanting Secondary Digester	2				
hosing wwtp	1				
backwash filter building	3	56,000 gal			
final reads/beginning reads	3				
arsonic samples	1				
Morning Rounds WTP	5				
Morning Rounds WWTP	5				
Test fluse eye wash					
Mop 5th well					
Mop filter plant					
Weekend Operation & Lab	2				
Metro vac truck					
5th well annual grease,oil					
Filter plant service cl2 pumps					
Chem Cleaned sand filters					
WWTP	1	#2			

1/27/2014	1/27/2014	2/2/2014	7/Days		
Grit chamber new belt					
Filled oiler, greased screw pumps	3				
Unplugged ras pump					
High service pump maintenace					
Snow Removal WWTP, WTP, Industrial Park Liftstation, Dexter Crossing Liftstation, Westridge Liftstation, Huron Liftstation, Northeast Sanitary Easement Water Tower					
5 TH Well	10				
Pumped 2ndary scum pit	3				
Pumped down firric man hole					
Open iron pond drain	1				
Repacked Grease In Blower					
Pumped down south disinfection chamber	1				
Mixing blending tank	5	Pumped down mixing chamber. Installed new mixing pump.			
NUBCO WATER READS	2	Meter # 71307627 Read 0048 Meter # 71756943 Read 2497			
FILLED GENERATORS WITH DIESEL FUEL. 5TH WELL, FILTER PLANT.					
Service chem pumps WWTP					
Rotated blower					
Disinfection Chambers WWTP					
Changed Cl2 Pump Hose 5TH Well					

1/1/14 (1/27/14) 2/2/14 7/Days	1/27/2014	2/2/2014	7/Days		
Monthly Fire Extinguisher Inspection					
Monthly Exit/Emergency Light Inspection					
Scott, Tim Helped DPW with Snow Removal					
Drive Motors Clarifiers					
Ran Both Back Up Submersible Pumps Inside, Outside.					
Ferric Delivered	1 4,420 gal 1/31/2014				
5TH WELL	1 30' 3"				
WATER DUTY SHEETS	DRINKING WATER LAB 7 DAYS PER WEEK.				
	1 Daily grab lab:				
	2 PH		7-Days Per Week		
	3 Iron		7-Days Per Week		
	4 Flouride		7-Days Per Week		
	5 Orthoposphate		7-Days Per Week		
	6 Free Chlorine		7-Days Per Week		
	WEEKLY LAB				
	1 Raw Flouride			One Per Week	
	2 Arsenic			One Per Week	
	3 Raw iron Ryan drive wells			One Per Week	
	WEEKLY NPDES WFP				
	1 PH		One Per Week		
	2 Iron		One Per Week		
	3 Suspended solids		One Per Week		
	DRINKING WATER REPORTING				
	1 Data entry for MORs				
			State Every Month.		
	DRINKING WATER OTHER:				
	1				

Activities - Progress Reports		1/27/2014	2/2/2014	7/Days	
WASTE WATER DUTY SHEETS		WASTE WATER LAB 7 DAYS PER WEEK.			
	1	Daily grab lab		7-Days Per Week	
	2	PH		7-Days Per Week	
	3	Temp		7-Days Per Week	
	4	DO		7-Days Per Week	
	5	Fecal Coliform		7-Days Per Week	
	6	Total Chlorine		7-Days Per Week	
	7	Settlability		7-Days Per Week	
	8	MSSS AT RAS		7-Days Per Week	
	9	Wasting rates		7-Days Per Week	
		Daily Composite Lab:			
	1	Dates:		01/13/2014 - 1/19/2014	
	2	BOD		7-Days Per Week	
	3	Suspended Solids		7-Days Per Week	
	4	Phosphorous		7-Days Per Week	
	5	Ammonia		7-Days Per Week	
		Sludge Lab:			
	1	PH		7-Days Per Week	
	2	Total Solids %		7-Days Per Week	
	3	Alkalinity		7-Days Per Week	
		Paragon Sampling:			
	1	Copper		1-Day Per Week	
	2				
		WASTE WATER REPORTING:			
	1	EDMR Submitted		State Every Month.	
		QA/QC:			
	1	Log Sheets		One Per Week	
		ORDER SUPPLIES:			
	1				
		ORDER CHEMICALS:			
	1	Bisulfate			
	2	Bleach			
		IPP:	received report		
	1	Alpha Metal			
	2	Reports			
	3	Other			

1/27/2014		1/27/2014	2/2/2014	7/Days		
		IPP:				
1		NUBC	Received Report			
2		Reports				
3		Other:				
		Miscellaneous:				
1						
2						
		Total Work Orders		235		

DPW/Progress Report	1/20/2014	1/26/2014	7-Days
Leaf Pick-Up			
Chipped Christmas Trees			
Patch Roads			
Repair Shoulders			
Grade Shoulder			
Storm Sewer Repair			
Install Street Sign			
Road Repair			
Trim Trees,Cut Down			
New Broom From Sweepster	1		
Pick Up Trash	1	Down Town, Parks	
Plow Roads	3	Salted Roads, Subs	
Maintain/Inspect Playgrounds			
Picked Up 1 Ton Cold Patch			
Street Sweeping			
Clean Downtown			
Farmers Market	1	Stairs	
Monthly Engine Hours			
Apple Daze Prep			
Storm Water Inspection			
Sprinkler System Maintenance			
Crack Seal			

DPW Progress Report	1/20/2014	1/26/2014	7-Days
Ice Rink Lights			
Emptying Street Sweeper into Dumpster			
Monthly Crane Inspection			
Changed Filter Diesel Pump	1		
Miss Diggs			
Stand Pipe Westridge			
Parks	2	Swept, Sanded Boardwalk	
Tree Inspection			
Maintenance On Sweeper	2		
Leaf Machine			
Traffic Signals			
Clock Downtown			
Put up, Take Down Banners	1	Superbowl Banner	
Radar Sign			
Bridge Water Tire			
Maintenace GMC Truck	2		
Greased Kubota, Bobcat,	1		
Sweeper			
Cleaned Drains			
Mower Truck			
Office Towels, T.P			
2-Loads Salt Delivered DPW			
Worked On ATV	3		

DPWA Progress Report	1/20/2014	1/26/2014	7-Days
Loaded Compost Bags Dumpster			
Salted Bricks, Park, Down - town, Sidewalk Areas	2		
Plowing, Removal Of Snow Parking Lots	2		
Summer Lawn Equipment Put Away For Winter			
Snow Removal Alleys	1	Salted Alleys	
Pushed Back Intersections	2		
Cleaned Crosswalks	1		
Street Light Out 2nd, Central			
Pushed Back All Shoulders In Village	1		
Total work orders	26		

DPW Progress Report	1/27/2014	2/2/2014	7-Days		
Leaf Pick-Up					
Chipped Christmas Trees					
Patch Roads	2	Went to Round Lake pick up cold patch			
		1-ton truck, 5 yard truck			
Repair Shoulders					
Grade Shoulder					
Storm Sewer Repair					
Install Street Sign					
Road Repair					
Trim Trees,Cut Down					
New Broom From Sweepster					
Pick Up Trash	2	Down Town, Parks			
Plow Roads	3	Salted Roads, Subs			
Maintain/Inspect Playgrounds					
Picked Up 1 Ton Cold Patch					
Street Sweeping					
Clean Downtown					
Farmers Market	1	Stairs			
Monthly Engine Hours					
Apple Daze Prep					
Storm Water Inspection					
Sprinkler System Maintenance					
Crack Seal					

DPW Progress Report	1/27/2014	2/2/2014	7-Days		
Ice Rink Lights					
Emptying Street Sweeper into Dumpster					
Monthly Crane Inspection					
Changed Filter Diesel Pump					
Miss Diggs					
Stand Pipe Westridge					
Parks		2 Swept, Sanded Boardwalk			
Tree Inspection					
Maintenance On Sweeper					
Leaf Machine					
Traffic Signals		1 Baker, Main Lights flashing red. Could not reset called Dan Dapprich for repair.			
Clock Downtown					
Put up, Take Down Banners		1 Superbowl Banner			
Radar Sign					
Bridge Water Tire					
Maintenace GMC Truck		1 Heater core out of GMC no heat. Installed new heater core.			
Greased Kubota, Bobcat, Sweeper		2			
Cleaned Drains					
Mower Truck					
Office Towels, T.P					
2-Loads Salt Delivered DPW		2 100 Ton salt, mixed with sand			
Worked On ATV		1			

DPW Progress Report	1/27/2014	2/2/2014	7-Days		
Loaded Compost Bags Dumpster					
Salted Bricks, Park, Down - town, Sidewalk Areas	2				
Plowing, Removal Of Snow Parking Lots	2				
Summer Lawn Equipment Put Away For Winter					
Snow Removal Alleys	1				
Pushed Back Intersections	2				
Cleaned Crosswalks	2				
Street Light Out 2nd, Central					
Pushed Back All Shoulders In Village	2				
Rebuild Sweeper	3	Bearings, Collars, Shafts			
Repaired Pushback Snow Plow	1				
Total work orders	33				

[Type text]

AGENDA 2-10-14
ITEM I-2



VILLAGE OF DEXTER – COMMUNITY DEVELOPMENT OFFICE

8140 Main Street • Dexter, Michigan 48130-1092 • (734) 426-8303 • Fax (734) 426-5614

Memorandum

To: Village Council and President Keough
Donna Dettling, Village Manager
From: Michelle Aniol, Community Development Manager
Re: REPORT
Date: February 5, 2014

8059 Main Street Beer Grotto – Staff has been in communication with Sam Short, President of the Beer Grotto. Preliminary zoning compliance application packet is expected any day.

Victoria Condominiums – Planning Commission conducted the required public hearing before voting to postpone action on the proposed area plan until its March meeting, citing that the applicant would have an opportunity to potentially address and resolve the issues discussed by the Commission. The issues pertinent to this stage of the development review process include calculation of open space, sidewalks along Lexington and Carrington Streets, and the location of buildings M and N.

Northern United Brewing Company/Jolly Pumpkin – Staff met with NU officials for an update on the desired interior remodeling for a new tasting room at their location in the Industrial Park. Preliminary zoning compliance application is expected any day.

You will recall the NUBC/Jolly Pumpkin special land use approval included allowance of approximately 15% of the building to be utilized as a "taproom" and retail sales space. The definition of a "taproom" that was later approved by both the Planning Commission and the Village Council includes "food services".

Staff has communicated to NUBC/JP that outdoor seating space or a patio was not part of the original application, and no exterior improvements were part of the special land use submittal in 2012. Since outdoor seating is not a permitted or special land use listed in the RD district, NUBC would have to request the Planning Commission determine whether this use is similar or compatible (Section 3.07 of the Zoning Ordinance) with the company's principle operation (use). If the Planning Commission determines it is allowable, NUBC would likely have to submit a site plan and possibly a special land use application, as outdoor seating is a special use in all other districts where permitted.

Arbor Day 2014 – Staff is in communication with the Tree Board to begin planning for spring planting and Arbor Day. Arbor Day is the last Friday in April (April 25, 2014). Staff is working to update bid requests and resident cost-sharing forms.

ZBA Training – Staff emailed the Zoning Board of Appeals, Planning Commission and Village Council information regarding a joint training session for Planning and Zoning Basics. The training would be conducted by the Michigan Association of Planning on either Monday, February 24th or Wednesday, February 26th. At the time of this memo 4 officials had indicated a desire and ability to attend a workshop on the 24th, while 2 had indicated they preferred the 26th.

State House Tax Policy Committee – Staff received word that the House Tax Policy committee was scheduled to conduct a shortened committee hearing on TIFs/DDAs on Wednesday, February 05, 2014 at 9:00 am. The Michigan Municipal League (MML) was to testify in support of these tax capture districts, while the Michigan Association of Counties has taken the opposite position.

Opposition to DDAs and TIFs has been gaining momentum since the whole DIA/Zoo Millage controversy last year, when Wayne County DDAs asserted they were legally required to capture a portion of funding generated by the DIA & Zoo Millages, and even sued the County Treasurer. While the communities and their DDAs triumphed in the end, they lost in the court of public opinion.

As this conversation heats up, MML recommends that we contact our legislators and not only discuss with them the benefit DDA/TIF districts have provided to our community, but also invite them to the district, so they can see firsthand the positive impact. It would also be to our benefit to have our legislators talk with business owners, residents, etc. to get their perspective of the positive impact, as well as the local community's perspective. Staff has contacted Representative Driskell's office and will keep you abreast of the situation.

AGENDA 2-10-14

ITEM 1-5

ddettling@dextermi.gov

VILLAGE OF DEXTER

8140 Main Street Dexter, MI 48130-1092

Phone (734)426-8303 ext. 11 Fax (734)426-5614

MEMO

To: President Keough and Council Members
From: Donna Dettling, Village Manager
Date: February 5, 2014
Re: Assistant Village Manager &
Village Manager Report - Meeting of February 10, 2014

1. Meeting Review:

- January 22nd – City Charter Commission
- January 24th - Business Summit
- January 28th – Huron Partners & SAG Meeting
- January 29th – Farmers Market/Community Garden Oversight Committee
- January 29th – City Charter Commission
- February 3rd – Planning Commission
- February 4th – Arts, Culture & Heritage Committee
- February 5th – Northern United re: BOD Loading and Surcharge, **see item # 12**
- February 5th – Northern United re: Plans for the Tasting Room
- February 5th – City Charter Commission

2. Upcoming Meetings:

- February 7th – Facility Committee
- February 7th – OHM Update
- February 12th – MEDC Community Assistance Team Specialist
- February 12th – Tom Colis & Tom Traciak re: Review of Current DDA Bonds
- February 12th – City Charter Commission
- February 18th – Parks & Recreation Commission
- February 19th – City Charter Commission
- February 20th – Downtown Development Authority
- February 20th – Michigan Municipal League Representative
- February 25th – Middle Huron & SAG Meeting

3. **Donation of Barn next to Farm on Dan Hoey.** The survey was completed by OHM, but we've not gotten the pre and post legal descriptions to complete a land division. I will be working with Al Newman on the land division application as well as how we will handle the transfer of the property. I will update Council as more information is available.
4. **LED Light Replacement.** We received quotes from Hopp, AF Smith, and Corby Energy to replace 120 LED lights, Hopp was the low bid at \$9,100. I requested financial support from Sylvania to pay for the installation cost, but I have not heard back from their warranty department. I will update Council when I receive a response from Sylvania.

5. **Police Services Steering Committee.** Attached is the most recent information from the PSSC regarding the proposed 1% price increase for 2016 and 2017. The February 5th meeting of the Committee was rescheduled to February 19th due to the weather.
6. **3045 Broad Demolition.** The contractor started working on removing salvageable items from inside the building the week of January 27, 2014 and will proceed with the demolition once this is complete.
7. **Newsletter.** The winter newsletter will be mailed in mid to late February. We are hoping to compile the articles by February 11 so that we can get it to the printer by the end of the week.
8. **Change of Meeting Date Request.** Council has scheduled the second budget work session for Wednesday, May 14, 2014. We would like to request that the date be changed to Tuesday May 13, 2014 if everyone is available.
9. **Mill Creek Park.** Staff had asked that Paul Evanoff of JJR put together a summary of the ongoing maintenance needs of Mill Creek Park. That summary is attached and will also be provided to the Parks & Recreation Commission at their February meeting.
10. **Saw Grant Update from the State of Michigan Website:** 673 applications totaling \$541M were received on December 2, 2013. Any applications received after December 2 will not be reviewed until all previously received applications have been reviewed and follow-up contact made if necessary. Our office has 60 days to publish a notice of the application in the DEQ calendar and 120 days to review and notify the applicant whether the application was approved or rejected. Staff is diligently working on SAW; we expect to have an update on the application and lottery process in February 2014.
11. **Tap Fee Charges for Change of Use.** I have followed up with B-Line Pizza and Subway located in Dexter Plaza and established terms for payment of tap fees. At this time I'm waiting for the owner of the Subway to return from vacation to finalize the arrangement and I'm trying to determine the current operational status of B-Line Pizza to finalize their payment terms. An evaluation of tap fees on previous changes of use is continuing. To help with future change of use situations, I'm pulling as much documentation as I can find on what fees have been collected in buildings where change of use is a possibility. This will be used in the development of a guide for staff for future change of use scenarios that will require a connection fee. When I have most of the research complete and a draft guidance document ready, the plan is to have the Utility Committee meet to review the information before it is finalized. I'm also working with Mark Jacobs from Dykema to review our practices to confirm we're on legal ground with our approach.
12. **Northern United Brewery BOD Loading and Surcharge.** Staff met with Tony Grant of NUBCO on February 5, 2014 to review the October/November Surcharge Billing, which was 444 and 427 pounds of BOD respectively and resulted in a surcharge of \$17,042.95. December BOD loading is back down to 222, and Tony explained that some of this could be explained because sample collection after the installation of the holding tank caused higher reads until staff worked through operational issue with the Tank. Some of it is due

to busy brewing months. NUBCO will be submitting a report per the Significant Industrial User Permit requirements detailing activities and other efforts and matters taking place toward achieving permit compliance. We also met with the contractor to review NUBCO's plans for the Tasting Room. Michelle Aniol included an update in her report on this topic.

13. **Act 51 Map Update.** The Village has received our annual ACT 51 map update request. We will be including the newly dedicated roads in Dexter Crossing Phase 5B on the map. Prior to the holiday staff contacted Peters Building about moving ahead with the dedication of Phases 6, 7, and 8 but they have not yet provided the necessary documentation.
14. **Farmers Market Vendor Dinner.** The 2014 Farmers Market season kick-off vendor dinner will be held on April 8, 2014 at 6:00 pm at the Dexter District Library. We are anticipating that a representative from the Michigan Department of Agriculture will be attending to provide information and answer vendor questions. All of Council is invited to attend as we get ready for a successful 2014.
15. **Arts, Culture & Heritage Committee.** The Arts, Culture & Heritage Committee met on February 4, 2014. The focus of the meeting was planning for the 2nd Annual Plein Air Festival. Committee members are approaching potential sponsors with information about the Festival. Our goal this year is to make it a fundraiser by increasing sponsorship revenue and art sale revenue. The Committee is also working on gathering sculpture ideas for the area in front of LaFontaine. The idea is to have a piece of functional art that is designed using repurposed car parts. A call for artists will be issued to solicit ideas.
16. **2014 MDOT Projects.** An update from Patrick Droze on the Central & Ann Arbor Road Project is attached. The Village will need to finalize the Central Street/Dexter Mill design before mid-March.



WASHTENAW COUNTY

OFFICE OF THE SHERIFF



JERRY L. CLAYTON
SHERIFF

2201 Hogback Road ♦ Ann Arbor, Michigan 48105-9732 ♦ OFFICE (734) 971-8400 ♦ FAX (734) 973-4624 ♦ EMAIL sheriff@ewashtenaw.org

MARK A. PTASZEK
UNDERSHERIFF

Memo

To: Police Services Steering Committee

From: Jerry Clayton, Sheriff

Date: 2/3/14

Re: PSSC Financial Subcommittee Price Recommendation 2016-2017

During the June 2013 PSSC Meeting, the Financial Subcommittee brought forth a scenario for 2016 and 2017 PSU price for consideration. The recommendation was discussed at the November PSSC meeting but not voted on due to lack of a quorum. The recommendation is a 1% price increase for both 2016 and 2017. This increase is determined based on the 1% increase that is in effect for the 2013 – 2015 prices.

	2014	2015	2016	2017
PSSC Consideration	\$153,621	\$155,157	\$157,770	\$160,133

POLICE SERVICES STEERING COMMITTEE NOTES

November 6, 2013

4:00pm – 5:30pm

705 N. Zeeb Road

Members:

Jerry Clayton	Not Present	Sheriff
Pat Kelly	Present	Dexter Township
Michael Moran	Present	Ann Arbor Township
William McFarlane	Not Present	Superior Township
Alicia Ping	Not Present	County Commissioner
Kent Martinez-Kratz	Not Present	County Commissioner
Brenda Stumbo	Not Present	Ypsilanti Township
Ed Toth	Present	Chief of Police
Karen Lovejoy-Roe	Not Present	Ypsilanti Township
Patricia Vaillencourt	Not Present	Manchester Village

County Staff Present: Gregory Dill (County Admin), Catherine Jones (County Finance)

Sheriff Leadership Present: Cmdr. Dieter Heren, Lt. Jim Anuszkiewicz, Lt. Marlene Radzik, Admin. Asst. Haley Gordon, SiRui Huang

Others Present: Courtney Nicholls (Dexter), Mike Radzik (Ypsilanti Township)

Regular Attendees Absent:

1. Call to Order

The meeting was called to order at 4:10 PM by Dieter Heren at the Washtenaw County Western Service Center Building, 705 N. Zeeb Road, MSU Conference Room. Since a quorum was not present, no official business was conducted.

2. Approval of Minutes

The June 26, 2013 PSSC meeting minutes could not be approved at this time due to lack of quorum.

3. Citizen Participation

- None.

4. Committee Check In

- None.

5. Meeting Schedule

- Meetings for December and possible January will be canceled.

6. Financial Sub-Committee Recommendation

- SiRui updated group about what FSC discussed in June. Significant cost difference depending on union concessions. More than likely price will increase. Discussed cost comparison – estimated cost 2011 and 2012 and actuals. Actuals are a little higher than the estimate. Hoping to make recommendation to the board of a 1% increase . May be best to present increase at beginning of 2014. Board leadership is aware of the direction we are moving. Key is collective bargaining. Two board meetings left for 2013 – just not enough time to get materials together; not to mention we don't have a quorum to vote the recommendation thru. Members present are happy with a 1% increase.
- Greg Dill will go back to Verna to ask for a letter of intent regarding the 1% increase. This body will still need to make a recommendation to the board either way.
- Possibly consider a special meeting date in January to vote since there is no quorum today. Or move to January 8th or a week later. A phone call vote may be the way we move; if not we will regroup.

7. Round Table

- Bond issue has been tabled until first quarter of 2014; board wants to get through the budget first.

8. Adjourn

The meeting was adjourned at 4:30PM.

Next Meeting:

February 5, 2014

4:00PM – 5:30PM

Washtenaw County Western Service Center

705 N. Zeeb Road

Lower Level MSU Conference Room

Approved by Committee:

Donna Dettling

From: Keough, Shawn <SKEOUGH@WadeTrim.com>
Sent: Monday, February 03, 2014 5:24 PM
To: Courtney Nicholls (cnicholls@dextermi.gov); Donna Dettling (ddettling@dextermi.gov)
Subject: FW: PSSC Price Recommendation & November Notes
Attachments: PSSC Minutes 11-6-13.docx; PSSC FSC Price Recommendation 2016-2017.docx

Hi Donna and Courtney,
I wasn't sure if you also received this email from Haley or not.

Shawn

From: Haley Gordon [<mailto:gordonh@ewashtenaw.org>]
Sent: Monday, February 03, 2014 5:02 PM
To: Police Services Steering Committee
Subject: PSSC Price Recommendation & November Notes

Good Afternoon -

As many of you have requested, here is a brief memo (attached) reference the PSSC Financial Subcommittee's price recommendation for 2016 and 2017. Further documentation and discussion will take place during the PSSC meeting scheduled for Wednesday, February 5, 2014 followed by a vote. The notes from the November meeting are also attached, although no official business was completed due to lack of attendance.

Thank you!
Haley

Please consider the environment before printing this message.

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<u>Mill Creek Park Maintenance Topic</u>	<u>February 4, 2014</u>	<u>50094.006</u>
<small>SUBJECT</small>	<small>DATE</small>	<small>PROJECT NO.</small>
 <u>Courtney Nicholls, Assistant Village Manager</u>	 <u>Village of Dexter</u>	
<small>TO</small>	<small>COMPANY</small>	
 <u>Paul Evanoff</u>	<u>734-669-2706</u>	<u>734-780-8432</u>
<small>FROM</small>	<small>TELEPHONE NO.</small>	<small>FAX NO.</small>

The purpose of this Memorandum is to outline maintenance requirements at Mill Creek Park for the purpose of enabling Village staff to provide the level of care needed to ensure the long-term success of the project.

Completed in 2012, Mill Creek Park has been well received by residents and visitors to the community and has served to elevate the Villages' recreation experiences adjacent to the downtown. Like all well-used facilities, maintenance is an essential activity that is necessary to preserve the Villages' investment and keep the park in the best possible condition as it grows and ages over time. Maintenance activities should occur throughout the year but the primary focus is during the non-winter months where park use is the greatest and plants and lawns are actively growing.

This memorandum addresses the following maintenance topics:

- Mill Creek Cross-Vane Structures, Creek Bed and Banks
- Wood Steps, Boardwalks and Railing
- Landscape Planting
- Turf Grasses
- Invasive Species Control

Mill Creek Cross Vane Structures, Creek Bed and Banks: In accordance with MDEQ permit #09-81-0074-P, item 25 on page 4 (attached for reference), the Village is required to provide annual monitoring reports to MDEQ for 3 consecutive years and address any identified corrective measures necessary to maintain these rock structures, creek bed and creek banks in a functioning condition. In 2013, SmithGroupJJR issued the first report and at that time, minimal concerns were identified that pertained to compliance with the MDEQ permit. No remedial action was recommended or required.

- Complete Reports 2 and 3 in June/July 2014 and 2015 and make necessary repairs (if necessary) to maintain compliance with permit conditions. SmithGroupJJR is currently not under contract with the Village to perform said services.

Wood Steps, Boardwalks and Railing: Wood structures include the wood steps connecting the park to the library, the boardwalk system and railing posts, benches attached to the boardwalks and timber end walls in the floodplain. All wood members installed were pressure treated as specified and if properly maintained will be functioning for several decades without significant repairs. Sufficient time has elapsed for the wood to dry to the point where warping, checking and splitting of members is not likely to occur. The decking on the steps and

boardwalk is the most likely material to exhibit the greatest wear and tear, while structural members (posts, beams and joists) will have the least. Maintenance activities to these features are expected to be minimal, can be performed by Village staff and would include:

- Quarterly visual inspections of decking, timber curbs, steps and step railing to check for loose screws, and bolts and splintering wood and make repairs as necessary. Loose railing posts can be identified by applying hand pressure to each post and loose or wobbly members will identify where repairs are needed. During this inspection, also check said members for excessive cracks, splits, decay and lifting (trip hazards) and repair/replace where required.
- Annual visual inspections of timber walls and undersides of boardwalks and steps to assess structural integrity and soil stability. It is not expected that problems associated with decay will be observed for many years. Make repairs based on observed incident.
- Wood sealant is an optional maintenance activity that will extend the life of the deck material if installed properly. The presence of mold and rot associated with the loss of wood preservatives occur at a higher frequency on exposed deck surfaces that are not routinely cleaned and sealed. A variety of products used to seal wood include; oil, resin and water based sealants that are transparent, semi-transparent or opaque. These products are available at the local hardware stores and are highly suited for application at the park. Depending on the selected products, and amount of use, sealing deck surfaces could occur every 3 to 5 years. Less expensive sealants should be discouraged since any cost savings would be quickly lost since low quality sealants are often applied on an annual basis to maintain the desired protection of the wood. Opaque sealants are more effective than transparent sealants but will change the aesthetic character and color of the deck, will wear considerably in high traffic areas and repeat applications will not match original applications in high traffic locations.

Due to environmental reasons and maintaining the character of natural wood the following is recommended:

- Apply a high quality, mold/mildew resistant, transparent, **water-based sealant** applied (brushed or had rolled) at a rate of application recommended by the manufacturer of said product.
- Prior to application of sealant, power wash or thoroughly broom clean all surfaces to remove dirt and other surface materials that will prevent sealant absorption into the wood. When using a high pressure washer, avoid the use of chemical agents and take care to not damage the deck surfaces by applying too great of pressure.
- Repeat application ever 2 to 3 years or as recommended by selected product manufacturer or based on observations of surface wearing.
- Snow Removal: the village will need to make choices concerning products to be used to remove snow and ice from the deck surfaces. Deicing materials will damage the sealants and has environmental concerns when applied over wetlands and Mill Creek. Plowing with light-weight equipment could potentially damage the deck surfaces by scalping and a sweeper will potentially decrease the life of the deck

sealant. Due to environmental reasons and maintaining the life of the wood the following is recommended:

- Remove snow with a small, tractor mounted sweeper or by hand shoveling.
- Do not apply salts or other deicing products to the surface of the wood that will cause water pollution and/or damage the wood finish.
- Do not use sharp instruments to chip off accumulated ice since these types of maintenance activities will cause significant damages to the deck surfaces.

Metal/Painted Deck Panels and Hand Rail: The quality and method of finishing on the boardwalk panels and top bars was a point of considerable debate during construction. In summary, the surfaces of all steel including a shop applied, rust inhibiting primer and a thin black, powder coat finish that can easily be scratched or chipped. If nicks and scratches extend to bare metal, the potential for rust to form is great, which will add considerable effort to properly clean and repair. The handrail on the timber steps and ADA concrete ramp included galvanized steel, and a brush applied primer and black paint since the produce was fabricated in the field and could not be shop painted. Over time, it is expected that there will be many nicks and scratches to the surface that will need to be repaired in a timely fashion to prevent the onset of rust. One of the most important tests on the top rail and the ADA handrail is to check for sharp edges and other surface imperfections that could create hand abrasions to the park users.

All finished surfaces of the Boardwalk panels, top rail and handrail should be maintained and repaired by village staff as follows:

- Inspect all metal surfaces quarterly during the warmer months when repairs can be made quickly without fear of frost damage during the drying process. Panels should be visually inspected and railing and top bars inspected by hand with light protection to prevent hand injury but still detect surface damages – especially on the underside of the rails.
- When repairs are needed the following is recommended:
 - For surfaces that are lightly rusting, thoroughly remove with a hand sander or wire brush. Make sure all repairs are sanded smooth to the touch.
 - For surfaces that do not have rust and the base primer is still intact, clean surfaces and remove all flaking paint down to primer.
 - Following initial preparation apply rustoleum spray paint and primer to surfaces carefully blending top coat to existing adjacent surfaces to ensure even application that is not visually noticeable. Match color carefully.

Landscape Plantings: 2013 served as a learning period for the Village as they self-performed this very important function.

Items to be performed by Village staff include:

- Weed control in the plant beds. The best method of removal was identified as hand pulling and with hand trowels to ensure removal of the roots. Weeds that developed seed heads must be bagged and not discarded on the steep slope within the native seed mix zone since these seeds will germinate in many instances. In 2013, the upper elevations of the park were kept weed free but much of the floodplain beds and tree saucers were not. 2014 should also address weeds within the shrub beds along the creek. In these locations, it is expected that weeding requirements will

significantly diminish over the coming 2 to 3 years and shrub massing fill in and choke out the weeds. Once this condition occurs, weeding in these locations will be limited to the lower perennial beds and as needed elsewhere. Along the upper elevations of the park, weeding will always be a high priority primarily within the perennial beds.

- Defer dead heading of ornamental grasses and perennials until spring of each year since plants provide 4 season characteristics and provide food and shelter for birds and small mammals. Spent rose flowers should not be removed since hips will develop (ornamental value) and the blooming period will not be extended by this activity.
- Mulching with bark nuggets should be discouraged since they do not readily decompose, get kicked onto the walkways or in lawn areas and is expensive compared to shredded hardwood bark. Furthermore, the addition of a new layer of mulch should be based on need only and if the existing mulch is still in place, additional mulch is unnecessary. For 2014, it is recommended that one thin layer (1" deep) be applied over the floodplain shrub beds and tree saucers after weed control. It is recommended that the village purchase bulk composted shredded, hardwood bark (not wood chips or nuggets) from a local landscape contractor for placement by village staff.
- Watering was not a high priority in 2013 with ample natural rainfall meeting plant needs for most of the year. Watering is to occur on an as-needed basis. The need for watering will become apparent but some areas of the site require different watering cycles than others. The staff should become familiar with the sites soil conditions and plan accordingly. In general, flat areas of the floodplain need less water than the sloped beds of the park and along Jeffords and the amphitheater. Floodplain species (trees and shrubs) will require more water than the perennials but the floodplain soils are highly organic and will retain soil moisture over a greater length of time than the plants in the upper elevations. It is recommended that if village staff are to perform this important maintenance function the following should be provided:
 - A hand held water meter that measures soil moisture within the plant root zone.
 - An inventory of at least 30 – 40 gator bags should be on hand to provide slow watering for trees. A root probe for watering and several hundred feet of hose should be part of the staff inventory for drier periods when the gator bags are insufficient.
 - A hose bib exists at the top of the ADA ramp and currently is adequate to address the plants along Jeffords, the amphitheater and the upper areas of the ADA ramp. A small pump that draws water from the creek should be available for watering the trees, shrubs and perennial beds in the floodplain areas of the park and on the north side of Main Street at the overlook.
- Fertilizing is an important activity that helps all plants. In 2013, it was not verified if any fertilization program was implemented but this should not be a concern at this time. During construction, Contractor submitted a topsoil analysis for the off-site topsoil that was used in the lawn areas but not for shrub and tree plantings. In April, 2014, the following protocol is recommended :

- Obtain two agricultural test reports from:
Michigan State University
Soil and Plant Nutrient Laboratory
East Lansing, MI 48824-1325
517-355-0218
 - Sample for pH, N,P,K, Macro nutrients, organic content. Include fertilization recommendations and frequencies of application for native and ornamental trees, shrubs and perennials. Do not include turf grasses since this is a separate test and is described below.
 - One test sample should be taken for the floodplain plantings and a second for the plant beds in the upper elevations of the site.
 - Apply fertilizer as slow-release using a hand spreader that can be purchased at any garden center or hardware store.
- Pruning is by need only. Do not shear any plants that will change their natural form. Remove entire branches. Prune only dead branches, suckering shoots at the base of crab apples by grafted root stock and rubbing branched on multi-stem flowering trees. No other pruning is necessary except as described above under deadheading in the spring for perennials and ornamental grasses. Prune branches flush with the main stem and do not leave woody stubs.
 - Predation by mammals such as rabbits and woodchucks could be problematic for a number of shrub and perennial species. The park is a natural area and as such, provides habitat for these species. However, it may be necessary from time to time to remove certain species from the park if they are killing plants, undermining site boulders with burrow construction, causing erosion or other types of disruptive activities. The Village staff is obligated to retain the services of an independent contractor that is licensed for this activity.

Turf Grasses: turf grasses exist in two types at the Park. In the upper elevations of the site around the amphitheater and the ADA walk, a bluegrass/fescue blend was installed. In the floodplain adjacent to the boardwalk and concrete path, a low-mow fescue blend was installed. The bluegrass/fescue blend has struggled over the last growing season and can probably be attributed to soil compaction, neglect during the warranty period by the contractor and lack of seasonal fertilization. The low-mow fescue exhibits a healthy stand of grasses but contains an abundance of broadleaf weeds that are kept in check by more frequent mowings than what was intended to be performed.

Under this topic, it is recommended that the Village staff continue to mow both turf mixes but contract with a qualified landscape maintenance contractor for fertilization, aeration program and overseeding.

Village Staff shall:

- In April 2014 when performing soil testing for planting above, test turf areas in the upper elevations only and follow said procedures identified above. Provide fertilization recommendations to qualified maintenance contractor for implementation 3 times per year.
- Mow weekly including bed edging and metal edging adjustments to keep turf grasses from encroaching into non-turf areas.

- Water during extreme dry periods with standard garden sprinklers purchased at local garden center or hardware. Focus needed watering on the amphitheater area as the highest priority to ensure stable and well established slopes that will be important for summer venues at the plaza.

Qualified Maintenance contractor under the supervision of Village staff shall:

- Apply liquid broad-leaf herbicide to both turf grasses in the spring. This work must be monitored to ensure proper installation and avoidance of over spraying herbicide into plant beds and native seed zones.
- Aerate in spring, all bluegrass/fescue turf areas and remove pellets from site.
- Slit seed bluegrass/fescue areas if not previously seeded as discussed last fall at the site.
- Fertilize bluegrass/fescue areas 3 times with slow-release fertilizer in accordance with topsoil test results.

Invasive Species Control: Invasive species are still somewhat abundant in parts of the park where ever original floodplain soils were spread for use as topsoil and planting mix soils. Eradication of these invasive species was a high priority during construction and should continue to be a priority item within the Native Seed Mix zones of the project area. In 2013, an independent contractor PlantWise Inc was retained by the Village to continue this eradication program on the east side of Mill Creek with great success. In 2014, this same contractor should be retained to continue this program and expand it to include the 1 acre restoration area on the west side of the creek. SmithGroupJJR will continue to advise the Village for this work item.

End of Memorandum

MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY PERMIT

ISSUED TO:

Village of Dexter
Attn: Allison Bishop
8140 Main Street
Dexter, MI 48130

Permit No.	09-81-0074-P
Issued	April 12, 2011
Extended	
Revised	
Expires	April 12, 2018

This permit is being issued by the Michigan Department of Environmental Quality (MDEQ) under the provisions of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA) and specifically:

- ☒ Part 301 Inland Lakes and Streams
 ☐ Part 315 Dam Safety
☐ Part 325 Great Lakes Submerged Lands
 ☐ Part 323 Shorelands Protection and Management
☒ Part 303 Wetlands Protection
 ☐ Part 353 Sand Dune Protection and Management
☒ Part 31 Floodplain/Water Resources Protection

Permission is hereby granted, based on permittee assurance of adherence to State requirements and permit conditions to:

Permitted Activity: *****MODIFIED PERMIT*****
 Mill Creek: Construct temporary cofferdams and pump the stream flow around the construction area. Excavate 2,850 cubic yards of material and place 527 cubic yards of fill to realign approximately 1,320 feet of Mill Creek. Place 648 cubic yards of rock within the stream channel to construct four cross vanes, and place 80 cubic yards of rock along 472 feet of the stream channel to create a stable stream channel and banks. Install fish habitat structures within the new channel. Floodplain: Excavate 4,445 cubic yards of material from and place 775 cubic yards of fill within the 100-year floodplain of Mill Creek to provide connectivity between the creek and its floodplain, create a rain garden, and construct a pedestrian path from downtown Dexter to Mill Creek Park. Construct 759 feet of open pile boardwalk and an overlook within the floodplain.
****Permitted Activity Continued on Page 2****

Water Course Affected: Mill Creek

Property Location: Washtenaw County, Solo Township, Section 6
 Subdivision, Lot Town/Range 2S, 5E Property Tax No. HD-08-06-210-047+

Authority granted by this permit is subject to the following limitations:

- Initiation of any work on the permitted project confirms the permittee's acceptance and agreement to comply with all terms and conditions of this permit.
- The permittee in exercising the authority granted by this permit shall not cause unlawful pollution as defined by Part 31, Floodplain/Water Resources Protection of the NREPA.
- This permit shall be kept at the site of the work and available for inspection at all times during the duration of the project or until its date of expiration.
- All work shall be completed in accordance with the plans and the specifications submitted with the application and/or plans and specifications attached hereto.
- No attempt shall be made by the permittee to forbid the full and free use by the public of public waters or adjacent to the structure or work approved herein.
- It is made a requirement of this permit that the permittee give notice to public utilities in accordance with Act 53 of the Public Act of 1974 and comply with each of the requirements of that act.
- This permit does not convey property rights in either real estate or material, nor does it authorize any injury to private property or invasion of public or private rights, nor does it waive the necessity of seeking federal assent, all local permits or complying with other state statutes.
- This permit does not prejudice or limit the right of a riparian owner or other person to institute proceedings in any circuit court of this state when necessary to protect his rights.
- Permittee shall notify the MDEQ within one week after the completion of the activity authorized by this permit, by completing and forwarding the attached, pre-addressed post card to the office addressed therein.
- This permit shall not be assigned or transferred without the written approval of the MDEQ.
- Failure to comply with conditions of this permit may subject the permittee to revocation of permit and criminal and/or civil action as called by the specific State Act, Federal Act and/or Rule under which this permit is granted.
- Work to be done under authority of this permit is further subject to the following special instructions and specifications:

Permitted Activity Continued from Page 1

Extend an existing storm sewer outlet 32 feet. Place 120 cubic yards of riprap within the floodplain for channel stabilization. Construct two canoe launches. Wetland: Place 1,748 cubic yards of fill within 0.25 acre of wetland and excavate 3,341 cubic yards of material from 1.3 acres of wetland. Construct 346 feet of open pile boardwalk. Place 96 cubic yards of riprap within the wetland for channel stabilization. Refer to Impact Tables on Plan Sheets P-2, P-3, and S-2 for additional details. All work shall be completed in accordance with the attached modified plans and specifications of this permit.

SPECIFICATIONS

- 1) This permit is being issued for the maximum time allowed under Part 301, Inland Lakes and Streams, Part 303, Wetlands Protection, and the Floodplain Regulatory Authority of Part 31, Water Resources, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended, including all permit extensions allowed under the administrative rules R 281.813 and R 281.923 of Parts 301 and 313. Therefore, no extensions of this permit will be granted. Initiation of the construction work authorized by this permit indicates the permittee's acceptance of this condition. The permit, when signed by the MDEQ, will be for a five-year period beginning at the date of issuance.
- 2) All work shall be completed in accordance with the attached modified plans and the terms and conditions of this permit.
- 3) Prior to initiating construction, authorized by this permit, the permittee is required to provide a copy of the permit to the contractor(s) for review.
- 4) The property owner, contractor(s), and any agent involved in exercising this permit are held responsible to ensure the project is constructed in accordance with all drawings and specifications contained in this permit. The contractor is required to provide a copy of the permit to all subcontractors doing work authorized by this permit.
- 5) Prior to initiation of construction, a preconstruction meeting shall be held with the contractor, permittee or her/his representative(s), and representatives of the MDEQ. To arrange the required meeting, please contact James Sallee, at:

4th Floor State Office Building
301 East Louis Glick Highway
Jackson, Michigan 49201
(517) 780-7910
- 6) Notification shall be made to the MDEQ's Water Resources Division, five days prior to starting the project. Please notify James Sallee at the address and telephone number listed above.
- 7) Prior to the start of construction, all non-work wetland and floodplain areas shall be bounded by properly trenched filter fabric fence and orange construction fencing to prevent sediment from entering the wetland and floodplain and to prohibit construction personnel from entering or performing work in these areas. Fence shall be maintained daily throughout the construction process. Upon project completion, the erosion barrier shall then be removed in its entirety and the area restored to its design configuration and cover.
- 8) All dredge/excavated spoils including organic and inorganic soils, vegetation, and other material removed shall be placed only in approved locations and stabilized with sod and/or seed and mulch in such a manner to prevent and ensure against erosion of any material into any waterbody, wetland, or floodplain.

- 9) All fill/backfill shall be CONTAINED in such a manner so as not to erode into any surface water, floodplain, or wetland. All raw areas associated with the permitted activity shall be STABILIZED with sod and/or seed and mulch, riprap, or other technically effective methods as necessary to prevent erosion.
- 10) Prior to the commencement of dredging/excavation within the channel of Mill Creek, cofferdams of steel sheet piling or sand bags shall be installed to isolate all construction activities from the stream flow. The cofferdams shall be maintained in good working order throughout the duration of the project. Upon project completion, the cofferdams shall be removed in their entirety.
- 11) During the dredging/excavation within the channel of Mill Creek, the stream flow shall be pumped around the construction area. Water shall be discharged into Mill Creek downstream of the construction area with appropriate treatments to remove suspended particles and to dissipate energy. An extra pump shall be kept on site in the event of failure.
- 12) Riprap shall consist of clean stone or rock (free of paint, soil or other fines, asphalt, soluble chemicals, or organic material). The riprap shall be of appropriate weight and dimension necessary to achieve the intended grade stabilization and erosion protection.
- 13) Upon completion of the project, the site shall be restored to the design contour elevations and stabilized with sod and/or seed and mulch to prevent erosion.
- 14) No fill, excess soil, or other material shall be placed in any wetland or surface water area not specifically authorized by this permit, its plans, and specifications.
- 15) If the project, or any portion of the project, is stopped and lies uncompleted for any length of time other than that encountered in a normal work week, every precaution shall be taken to protect the uncompleted work from erosion.
- 16) No work shall be occur in the wetland from January 1 to May 15 and from September 30 to December 31 to avoid impacts to hibernating, breeding, and nesting wildlife.
- 17) Construction must be undertaken and completed during the dry period of the wetland.
- 18) If the area does not dry out, construction shall be done on equipment mats to prevent compaction of the soil.
- 19) No in-stream work shall occur between March 1 and May 31 to minimize impacts on spring fish migrations.
- 20) No work shall be done in the stream during periods of above-normal flows except as necessary to prevent erosion.
- 21) Fish habitat structures shall be firmly anchored to prevent flotation or lateral movement. The structures shall be placed in such a manner as to minimize hazards to navigation.
- 22) Boardwalk structures shall be firmly anchored to prevent flotation or lateral movement.
- 23) The design flood or 100-year floodplain elevation at this location on Mill Creek ranges from 843.3 feet N.A.V. Datum of 1988 to 839.3 feet N.A.V. Datum of 1988 at the downstream project location.
- 24) Permittee shall submit "As-Built" construction plans of the four rock cross vanes to this office within 60 days of project completion. The "as-built" plans shall be signed by a professional surveyor licensed in the State of Michigan.

- 25) Permittee shall submit an annual monitoring report to the MDEQ documenting the physical condition of the four cross vanes and the physical condition of the bed and banks of Mill Creek by December 31 of each year for a period of three years. The report shall document any observed changes in the condition of the cross vanes and stream channel of Mill Creek during the three year monitoring period and shall include a proposal for the correction of any problems that are observed.
- 26) This permit is limited to authorizing the construction as specified above and carries with it no assurances or implications that associated wetland or floodplain areas can be developed and serviced by the structures authorized by this permit.
- 27) If any change or deviation from the permitted activity becomes necessary, the permittee shall request, in writing, a revision of the permitted activity from the MDEQ. Such revision requests shall include complete documentation supporting the modification and revised plans detailing the proposed modification. Proposed modifications must be approved, in writing, by the MDEQ prior to being implemented.
- 28) This permit may be transferred to another person upon written approval of the MDEQ. The permittee must submit a written request to the MDEQ to transfer the permit to the new owner. The new owner must also submit a written request to accept transfer of the permit. The new owner must agree, in writing, to accept all conditions of the permit. A single letter signed by both parties which includes all the above information may be provided to the MDEQ. The MDEQ will review the request and if approved, will provide written notification to the new owner.
- 29) In issuing this permit, the MDEQ has relied on the information and data that the permittee has provided in connection with the permit application. If, subsequent to the issuance of this permit, such information and data prove to be false, incomplete, or inaccurate, the MDEQ may modify, revoke, or suspend the permit, in whole or in part, in accordance with the new information.
- 30) The permittee shall indemnify and hold harmless the State of Michigan and its departments, agencies, officials, employees, agents and representatives for any and all claims or causes of action arising from acts or omissions of the permittee, or employees, agents, or representatives of the permittee, undertaken in connection with this permit. This permit shall not be construed as an indemnity by the State of Michigan for the benefit of the permittee or any other person.
- 31) Issuance of this permit does not obviate the need for the permittee to comply with the requirements of Part 201, Environmental Remediation, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA), for the proper management of soils within the former impoundment.
- 32) Authority granted by this permit does not waive permit requirements under Part 91, Soil Erosion and Sedimentation Control, of the NREPA, or the need to acquire applicable permits from the Washtenaw County Water Resources Commissioner's Office, 705 North Zeeb Road, Ann Arbor, Michigan, 48107. Contact Katie Lee at 734-222-3978.
- 33) The authority to conduct the activity as authorized by this permit is granted solely under the provisions of the governing act as identified above. This permit does not convey, provide, or otherwise imply approval of any other governing act, ordinance, or regulation, nor does it waive the permittee's obligation to acquire any local, county, state or federal approval or authorization, necessary to conduct the activity.

34) Please provide the name, address, and telephone number of the person responsible for compliance of these permit conditions, and who has the authority to stop work on the project, whom the MDEQ shall contact if necessary:

Name: Arlison Bishop
 Print Arlison Bishop
 Sign [Signature]
 Date 4/6/11
 Address 8140 Main St.
Dexter, MI 48130
 Telephone Number 734-426-8303
 FAX Number 734-426-5614
abishop@villageofdexter.org

35) This permit placard shall be kept posted at the work site, in a prominent location at all times for the duration of the project, or until permit expiration.

This permit shall become effective on the date of the MDEQ representative's signature. Upon signing by the permittee named herein, this permit must be returned to the MDEQ's Water Resources Division, 301 East Louis Glick Highway, Jackson, Michigan 49201 for final execution.

Permittee hereby accepts and agrees to comply with the terms and conditions of this permit.

X [Signature] 4/6/11
 Permittee Date

X Arlison Bishop, Community Development Manager
 Printed Name and Title of Permittee

Dan Wyant, Director
 Department of Environmental Quality

By [Signature]
 James Sallee
 Water Resources Division

cc: Ms. Katie Lee, Washtenaw County Water Resources Commission
 Ms. Wendy Melgin, United States Environmental Protection Agency
 Ms. Andrea Kline, ECT
 Mr. Paul Evanoff, JJR

memorandum

Date: February 6, 2014

To: Donna Dettling, Village Manager
From: Patrick Droze, P.E.

Re: 2014 MDOT Projects

As you are aware, work is scheduled to occur this summer on Ann Arbor Street and Central Street. As we now enter the bid period, we felt it was worthwhile to discuss the next steps that will play out over the next few months.

LOCAL AGREEMENT

MDOT will prepare the cost sharing agreement between the Local Agency and MDOT. The agreement outlines the project limits, estimated costs, the participating costs, and funding sources. The Village should sign the agreement and return it to MDOT for signature. The agreement will be executed by both parties before the construction contract is authorized. It is anticipated that this document will be provided to the Village within the next few weeks. It is recommended that this document is signed before the pre-construction meeting (mid-March) to ensure that Contractor paperwork can move without holdup after bidding.

END OF BID PERIOD

The bid period will end on March 7, 2014. Immediately after this, bids will be reviewed by MDOT to confirm that prices are acceptable and that Contractors have not "unbalanced" their bids in any way. Once this review is completed, a low bidder will be announced.

PRECONSTRUCTION MEETING

After the low bidder has been confirmed, but prior to award, the Village will conduct a project preconstruction meeting. The Village will invite representatives of the contractor, the MDOT TSC delivery engineer, utilities, and all other persons or groups associated with the project construction.

At the meeting, the contractor should submit its progress schedule to the Local Agency and the MDOT TSC representative for review and approval. Recognize that, until there is an official MDOT award, the contractor may not perform any work on the project.

AWARD OF CONTRACT

Once the contractor has submitted the fully executed contract and other required documents, the contractor will be notified by MDOT Construction Contracts Section of the Award. MDOT will issue the Local Agency the Notice to Proceed. The award will occur no later than 49 days after the bid letting date. However, actual work will not proceed until June per the pre-determined project schedule.

CENTRAL STREET IMPROVEMENTS

The Contract schedule has been set up in a manner that focuses the Contractor on Ann Arbor Street first with Central Street following beginning in late July. That being said, it is still important that a final design for Central Street right of way improvements occurs as quickly as possible. It is recommended that the changes are determined by the time of the pre-construction meeting such that the Contractor can be made aware of these changes early on in their planning and can develop a project schedule that can reflect all of the work.

**Village President Report by Shawn Keough
February 10, 2014**

AGENDA 2-10-14
ITEM I-6

Hello Residents and Fellow Council Members - here is a summary of my recent activities and some of my planned activities for the future:

Recent Meetings and Activities

Dexter Wellness Center Sale Update – Attached to my report are two emails and a letter received from the Chelsea Area Wellness Foundation indicating that there are no conditions attached to their \$85,000 grant for the Village's ADA ramp in Mill Creek Park.

Bond Restructuring/Principal Repayment options – As a follow-up to our recent review of the Village and DDA Audit for the last fiscal year, I asked Finance Director Marie Sherry to investigate our current bond structure and any possible principal repayment options/refinancing. In my opinion, we have a significant amount of debt structured at higher interest rates (especially in the DDA). The value of our reserve cash (in both our general fund and the DDA funds) is not returning any meaningful gains.

Dexter Area Fire Department – I have been communicating with a few of the DAFD Board members, including the Village's two representatives, about the recent budget that was adopted and the union contract that was agreed to. I am planning to send a letter to the DAFD Board requesting a summary of the contract changes and that our Village Manager be copied on all agendas, minutes, and meeting packets that are sent to our two representatives.

Email Alert Use – I spoke with our Assistant Village Manager about training other Village employees to use the email update system. The example I used was the DPW could use it to alert residents about the condition of the streets during a snow event. I like our email alert system and many of our residents think the updates are very helpful. My thought was that we can get some benefit from using the email alert to let residents know when we are moving snow around or plowing on non-snow days, etc...

Charter Commission – I provided some suggestions to Charter Commission Chair John Hansen and Assistant Village Manager Courtney Nicholls regarding the presentation of the draft charter articles on the website.

Future Activities

We still need to finalize the letter to Detroit Edison regarding the power outages that occurred in 2013. I have not had a chance to review a draft that Donna and Courtney have prepared. I am planning to request a meeting to discuss these service issues, to ask how DTE plans to provide more reliable service and about the possible relocation of their Broad Street facility to a location closer to the Dexter Business and Research Park.

February 7, 2014 – Village Facility Committee Meeting (9 am)

February 10, 2014 – Village Council meeting

February 12, 2014 – Financial Review/Bond Restructuring meeting

February 20, 2014 – Village DDA meeting

Additional Goals/Activities for February 2014 (completed in italics)

1. Schedule a Website Committee meeting – we are currently looking at early February – still trying to finalize the date.
2. *Get our Goal Setting Sessions and Budget Workshops scheduled for the year.*

Please stay warm!! I look forward to seeing you around our town!

Shawn Keough, Village President

skeough@DexterMI.gov

(313) 363-1434 (cell)

Donna Dettling

From: SE Munzel <sem@munzellaw.com>
Sent: Monday, February 03, 2014 3:31 PM
To: Keough, Shawn; Donna Dettling
Subject: CWF Contribution to Dexter

Hi Shawn and Donna-

Donna has forwarded to me CWF's letter dated January 28, 2014 regarding the \$85,000 contribution to the Village. As of course you are aware, CWF and the Village reached an agreement that the Village would not oppose CWF's request to the MSF in exchange for CWF's consideration of funding certain improvements in the Village. However, in its letter of December 27, 2013 delivering the \$85,000 check, CWF included an additional restriction (waiver of potential property tax claims) upon the acceptance of the funds. The Village returned those funds via a letter dated January 4, 2014.

CWF has now provided a letter to the Village, dated January 28, 2014, in which it removes that restriction and makes clear that the \$85,000 is available "for the funding of the Mill Creek park and Trails access ramp, ***without condition.***" The language of this letter removes the condition contained in the December 27 letter, such that accepting the \$85,000 check is now only based on the original agreement between CWF and the Village. (The Village has already complied with its portion of the agreement.) As such, accepting the funds now seems to be appropriate.

Let me know if you have any questions. Scott

Scott E. Munzel
Scott E. Munzel, P.C.
603 W. Huron Street
Ann Arbor, MI 48103
T 734 994 6610
F 734 769 9055
E sem@munzellaw.com

Donna Dettling

From: Keough, Shawn <SKEOUGH@WadeTrim.com>
Sent: Friday, January 31, 2014 11:38 AM
To: millpond89@comcast.net; jrsemifero@yahoo.com; Jim Carson (jcarson@dextermi.gov); donnadlf@gmail.com; ellistell@aol.com; julieaknight@yahoo.com
Cc: Donna Dettling (ddettling@dextermi.gov); Courtney Nicholls (cnicholls@dextermi.gov); cjones@dextermi.gov
Subject: Letter from Chelsea Area Wellness Foundation
Attachments: Jan 28 2014 Letter from CWF.pdf

Good morning Council,

I received the attached letter yesterday from the CWF (Amy Heydlauff). It is 3 pages long and says that they didn't mean to attach any conditions to the \$85,000 grant to the DDA for the ADA ramp. They have indicated that they would be happy to deliver the check (that we sent back to them) to the Village.

Donna - As a matter of procedure, I will be sending a similar note to the DDA so that they are aware of the letter. The letter seems to clear up our prior concerns, but I think we should let the DDA make the final decision to accept the check from the DDA. In preparation for that, please share this letter with Scott Munzel and see if he has any concerns with it before we contact Amy and/or accept the check again. I am thinking that the DDA can confirm this at their February 20th meeting (pending Scott's review).

I will send a similar note to the DDA so that they are aware that we received the letter and that we have shared it with Scott.

Please let me know if you have any questions. I hope everyone has a great weekend!

Shawn

Please consider the environment before printing this message.

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Scott Broshar

Larry Cahler

Pat Conlin

Kevin Dombkowski

Randy Forsch

Ken Gietzen

Nancy Graebner

Jeff Hardcastle

Amy Heydlauff

Susan Khoder

Anne Kittendorf

Karl Newman

Judy Nold

Allison Pollard

Jack Wheeler

January 28, 2014

Shawn W. Keough
Village of Dexter President and DDA Member
8140 Main Street
Dexter, MI 48130-1092

RE: Response to letter dated January 3, 2014, from Village of Dexter, regarding
"Grant Approval and letter dated January 15, 2014, from Village of Dexter,
regarding "\$85,000 Grant Check"

Dear Mr. Keough:

Please consider this correspondence as Chelsea-Area Wellness Foundation's (CWF) response to the letters dated January 3, 2014 and January 15, 2014, from the Village of Dexter DDA. Both letters appear to have been sent in response to my letter of December 27, 2013, in which a certain statement, in retrospect perhaps imprudently made, caused the Village/DDA to reach the wrong conclusion regarding the basis on which CWF agreed to fund the \$85,000 grant requested by the Village/DDA, as described in the Village's letter of December 12, 2013, and in prior communications from the Village/DDA. CWF's statement that its payment [of the \$85,000 grant] was being submitted "on the basis that this grant resolves any claim of the Village of Dexter with regard to real estate taxation of the Dexter Wellness Center," was NOT intended to suggest that CWF's payment was in exchange for the Village/DDA granting the Center an exemption from ad valorem property taxes. Indeed, it would be inappropriate for either CWF or the Village/DDA to attempt to enter into such an agreement or arrangement as the Village/DDA does not have the legal authority to confer, or establish by contractual agreement or otherwise, a property tax exemption on CWF's Center. The Center's exemption from property taxes is established under the law. I therefore appreciate your trepidation in accepting the \$85,000 grant given your interpretation of the statement I made in my letter of December 27, 2013.

Hopefully, the explanation that follows of what was intended by my reference to *the Village's claim with regard to real estate taxation*, will assuage the Village/DDA's concerns regarding accepting the \$85,000 grant, which CWF agreed to pay in order to fund the construction of the access ramp to Mill Creek Park and Trails, without conditions. As you know, the CWF grant committee approved the funding of the grant because (1) it is consistent with CWF's charitable and philanthropic mission; (2) it completes a project that meets mission elements that CWF and the Village of Dexter/DDA share, namely, improving access to healthy opportunities to the general public in Dexter regardless of their financial resources; and (3) it leverages local government money, foundation money and money from other sources to the community's advantage. These are *the* reasons for, and the motives behind, CWF's funding of the \$85,000 grant. There are *no* other reasons or motives and there are certainly *no* conditions attached to the Village/DDA accepting the grant.

310 N Main
Suite 203
Chelsea, MI
48118

(734)433-4599

5healthytowns.org



The \$85,000 returned check is in CWF's safe and remains dedicated and available to the Village/DDA for the funding of the Mill Creek Park and Trails access ramp, *without condition*. Upon request, we would be pleased to hand deliver it to the Village/DDA designee.

Hopefully, the following background will shed some light on what was intended by my reference to *the Village's claim with regard to real estate taxation* in my December 27, 2013 letter. Since it was first learned that the Dexter Wellness Center property was being sold to CWF, a tax-exempt organization, the Village/DDA understandably expressed concern with the loss of tax revenue that would result from that sale. That concern with the property being removed from the tax rolls and the resulting loss in tax revenue was expressed in numerous correspondence and newspaper articles. To use the Village/DDA's words, the result of the sale would, "place the Village's DDA in a negative capture (approximately \$12,600 per year) situation for the foreseeable future and cause increased strain on the DDA budget. . . . With the sale of the largest building to non-profit organization, the result is a redevelopment that does not benefit the tax payers of the community financially. . . . The sale of this building to a non-profit organization significantly hampers our vision for increased tax revenue via the redevelopment. . . ." (See correspondence from Shawn Keough, President, Village of Dexter, to Mr. Michael Finney, MSF Board President and Chairman, dated October 23, 2013.) The Village/DDA expressed these same concerns to the developer, Steve Brouwer of BST Investments LLC, stating in a letter dated October 31, 2013, "As the Dexter Downtown Development Authority understands it, the current owner of the property on which the Wellness Center is located intends to sell that property to the Chelsea Wellness Foundation, a tax-exempt organization. Such a sale will have a significant impact on future tax revenue to the DDA." In a letter dated November 16, 2013, addressed to the undersigned, the Village of Dexter DDA, relayed these same concerns to CWF, stating,

"The Dexter Downtown Development Authority would like to request that the Wellness Foundation Board consider a solution to help make the DDA whole with regard to the tax implications created with the removal of the Dexter Wellness Center from the Tax Roll. . . . Considering the CWF desire to purchase the Dexter Wellness Center through the use of tax exempt bonds issued by the Michigan Strategic Fund, as well as attain tax exempt status on the Dexter Wellness Center; the CWF will benefit from significant savings in the following ways;

- Approximately \$1,000,000 in interest savings from bond financing,
- Annual tax savings of approximately \$210,000 (62 mills times 2012 taxable value of the Dexter Wellness Center \$3.4 million)

"In light of these significant savings and the Impact to the DDA described above, the DDA is respectfully requesting that the CWF consider sharing some of these savings by replacing lost revenue in the amount of \$76,000 in annual disbursements to the DDA for the next ten years."

And, just last week, an article in the Heritage Newspapers (heritage.com), reported as follows:

"Council president Shawn Keough reported that DWC Investments, LLC, developer of the Dexter Wellness Center property, has agreed to donate \$37,500 to the Downtown Development Authority.

"This is in a 'spirit of fairness' Keough said, because sale of the property to Chelsea Wellness Foundation, a tax-exempt organization, will deprive the village of tax revenues that it had anticipated when it assisted with the property development.

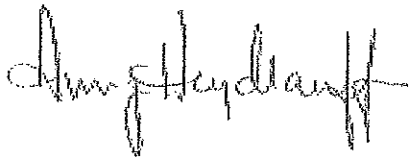
"Also, the Chelsea Wellness Foundation has offered a \$85,000 contribution to the DDA to cover the cost of an ADA compliant ramp that was built at Mill Creek Park. This is in exchange for the village not contesting Michigan Strategic Fund financing of the purchase of the Dexter Wellness Center. However, a condition was added to the original agreement, and Keough will seek clarification before cashing the check."

There are more correspondence and articles which express the same understandable concern of the Village/DDA. It is with respect to that repeated expressed concern of the Village/DDA with the loss of tax revenue to which my reference to *the Village's claim with regard to real estate taxation* in my December 27, 2013 letter was made. Again, it was NOT in any way intended to suggest that the \$85,000 grant was being made conditioned upon the Village/DDA conferring exempt status on CWF; CWF's exempt status is already established under the law. Rather, it was made in reference to CWF agreeing to fund the \$85,000 grant on the three grounds stated in the December 27, 2013 letter, and quoted above, and for no other reason, including compensating for the loss of real estate tax revenue which results from ownership of the Dexter Wellness Center by CWF, a tax-exempt entity.

I now see in retrospect that my statement was less than clear and regret that it was misinterpreted by the Village/DDA. **So, to reiterate and make clear, the CWF's funding of the Village/DDA's grant request for \$85,000 to fund the Mill Creek Park and Trails access ramp is being made without any conditions. The returned check is in CWF's safe and remains dedicated and available to the Village/DDA for the funding of the Mill Creek Park and Trails access ramp, without condition.**

We trust that the foregoing provides the clarification requested by the Village/DDA regarding CWF's intentions in funding the \$85,000 grant request of the Village/DDA. CWF looks forward to a productive and long-term relationship with the Village of Dexter as we both work together for the betterment of the community's health and well-being.

Sincerely,



Amy Heydlauff, RN, MHSA
Executive Director
Chelsea-Area Wellness Foundation
734.433.4599

Cc: Jeff Hardcastle
Jay Hughes

10-Feb-14

P57

User: erin

EXP CHECK RUN DATES 01/21/2014 -- 02/05/2014

DB: Dexter

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Claimant	Amount Claimed	Amount Owed	Amount Rejected
1. 7TH RULE ACCOUNTING	348.00		
2. ARBOR SPRINGS WATER CO.INC	17.25		
3. AT&T	298.47		
4. BIRKENSTOCK CONSTRUCTION, LLC	6,000.00		
5. BS&A SOFTWARE	2,640.00		
6. CALIFORNIA CONTRACTORS SUPPLIE	86.16		
7. COMCAST	74.74		
8. CORRIGAN OIL COMPANY	2,850.92		
9. CUMMINS BRIDGEWAY LLC	97.82		
10. DEXTER VILLAGE	890.40		
11. DIUBLE EQUIPMENT INCORPORATED	199.26		
12. DTE ENERGY	17,928.91		
13. ECONO	699.60		
14. FLEIS&VANDERBRINK	500.00		
15. GRACIELA DEMERATH	297.00		
16. GRANT'S AUTOMOTIVE & TRUCKING	106.35		
17. GRISSOM JANITORIAL	320.00		
18. HACKNEY HARDWARE	747.28		
19. JOHN'S SANITATION	155.00		
20. LA FONTAINE	3,734.00		
21. MML WORKERS COMPENSATION FUND	3,644.00		
22. PARTS PEDDLER AUTO SUPPLY	1,137.88		
23. PNC	1,336.32		
24. POSTMASTER	200.00		
25. RITE-TECH ENTERPRISES INC.	469.09		
26. SCIO TOWNSHIP	105.00		
27. THE SUN TIMES	202.88		
28. TRACTOR SUPPLY CREDIT PLAN	89.99		
29. UNIQUE PAVING MATERIALS	260.00		
30. VARNUM, RIDDERING, SCHMIDT	112.54		
31. WASHTENAW COUNTY TREASURER	38,405.25		
32. WASTE MANAGEMENT OF MICHIGAN	20,215.81		

TOTAL ALL CLAIMS

104,169.92

User: erin
DB: Dexter

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount	Check
Fund 101 GENERAL FUND							
Dept 101.000 VILLAGE COUNCIL							
101-101.000-956.000	COUNCIL DISCRETIONARY EX	PNC	MISC	02/03/14	02/10/14	183.20	
101-101.000-959.000	ARTS, CULTURE & HERITAGE	ECONO	BUSINESS CARDS	52493	02/10/14	87.45	
101-101.000-959.000	ARTS, CULTURE & HERITAGE	GRACIELA DEMERATH	PLAIN AIR	169	02/10/14	297.00	
			Total For Dept 101.000 VILLAGE COUNCIL			567.65	
Dept 172.000 VILLAGE MANAGER							
101-172.000-727.000	OFFICE SUPPLIES	ECONO	BUSINESS CARDS	52493	02/10/14	174.90	
			Total For Dept 172.000 VILLAGE MANAGER			174.90	
Dept 201.000 FINANCE DEPARTMENT							
101-201.000-802.000	PROFESSIONAL SERVICES	7TH RULE ACCOUNTING	PAYROLL SERVICES	2408	02/10/14	348.00	
			Total For Dept 201.000 FINANCE DEPARTMENT			348.00	
Dept 210.000 ATTORNEY							
101-210.000-810.000	ATTORNEY FEES	SCIO TOWNSHIP	RECELLULAR	2357	02/10/14	105.00	
			Total For Dept 210.000 ATTORNEY			105.00	
Dept 215.000 VILLAGE CLERK							
101-215.000-901.000	PRINTING & PUBLISHING	THE SUN TIMES	PUBLIC NOTICE	40439	02/10/14	34.43	
101-215.000-901.000	PRINTING & PUBLISHING	THE SUN TIMES	PUBLIC NOTICE	40320	02/10/14	83.40	
101-215.000-901.000	PRINTING & PUBLISHING	THE SUN TIMES		40338	02/10/14	64.80	
			Total For Dept 215.000 VILLAGE CLERK			182.63	
Dept 253.000 TREASURER							
101-253.000-727.000	OFFICE SUPPLIES	ECONO	BUSINESS CARDS	52493	02/10/14	87.45	
101-253.000-902.000	TAX BILL PRINTING & SERV	BS&A SOFTWARE	SOFTWARE APPLICATIONS	094432	02/10/14	640.00	
101-253.000-960.000	EDUCATION & TRAINING	PNC	MISC	02/03/14	02/10/14	180.00	
101-253.000-960.000	EDUCATION & TRAINING	PNC	MISC	02/03/14	02/10/14	99.00	
			Total For Dept 253.000 TREASURER			1,006.45	
Dept 265.000 BUILDINGS & GROUNDS							
101-265.000-727.000		ARBOR SPRINGS WATER C	OFFICE	1463272	02/10/14	17.25	
101-265.000-727.000		HACKNEY HARDWARE		02/05/14	02/10/14	9.56	
101-265.000-728.000	POSTAGE	POSTMASTER	PERMIT #100	02/04/14	02/10/14	200.00	
101-265.000-803.000	CONTRACTED SERVICES	BS&A SOFTWARE	SOFTWARE APPLICATIONS	094432	02/10/14	400.00	
101-265.000-920.000	UTILITIES	DTE ENERGY		02/05/14	02/10/14	459.00	
101-265.000-935.001		GRISSOM JANITORIAL	JANUARY SERVICE	287	02/10/14	320.00	
			Total For Dept 265.000 BUILDINGS & GROUNDS			1,405.81	
Dept 301.000 LAW ENFORCEMENT							
101-301.000-807.000	CONTRACTED PUBLIC SAFETY	WASHTENAW COUNTY TREA	PUBLIC SAFETY	24077	02/10/14	38,405.25	
101-301.000-920.000	UTILITIES	DEXTER VILLAGE	WATER BILLS	02/03/14	02/10/14	87.27	
101-301.000-920.000	UTILITIES	DTE ENERGY		02/05/14	02/10/14	296.80	
			Total For Dept 301.000 LAW ENFORCEMENT			38,789.32	
Dept 336.000 FIRE DEPARTMENT							
101-336.000-920.000	UTILITIES	DEXTER VILLAGE	WATER BILLS	02/03/14	02/10/14	109.10	
101-336.000-920.000	UTILITIES	DTE ENERGY		02/05/14	02/10/14	296.80	
			Total For Dept 336.000 FIRE DEPARTMENT			405.90	
Dept 400.000 PLANNING DEPARTMENT							
101-400.000-727.000	OFFICE SUPPLIES	ECONO	BUSINESS CARDS	52493	02/10/14	87.45	
101-400.000-901.000	PRINTING & PUBLISHING	THE SUN TIMES	PUBLIC NOTICE	40388	02/10/14	20.25	
101-400.000-960.000	EDUCATION & TRAINING	PNC	MISC	02/03/14	02/10/14	95.00	

User: erin
Dexter

EXP CHECK RUN DATES 01/21/2014 - 02/05/2014

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GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount Check
Fund 101 GENERAL FUND						
Dept 400.000 PLANNING DEPARTMENT						
Dept 441.000 DEPARTMENT OF PUBLIC WORKS			Total For Dept 400.000 PLANNING DEPARTMENT			202.70
101-441.000-740.000 OPERATING SUPPLIES		CALIFORNIA CONTRACTOR DPW		8098	02/10/14	86.16
101-441.000-740.000		HACKNEY HARDWARE		02/05/14	02/10/14	81.12
101-441.000-745.000 UNIFORM ALLOWANCE		TRACTOR SUPPLY CREDIT		150177	02/10/14	89.99
101-441.000-751.000		CORRIGAN OIL COMPANY		5839459	02/10/14	1,336.19
101-441.000-920.000 UTILITIES		DEXTER VILLAGE		02/03/14	02/10/14	71.56
101-441.000-920.000 UTILITIES		DTE ENERGY		02/05/14	02/10/14	1,487.40
Dept 442.000 DOWNTOWN PUBLIC WORKS			Total For Dept 441.000 DEPARTMENT OF PUBLIC WORK			3,152.42
101-442.000-730.000 FARMERS MARKET SUPPLIES		ECONO		52493	02/10/14	87.45
101-442.000-920.000 UTILITIES		DTE ENERGY		02/05/14	02/10/14	374.61
Dept 448.000 MUNICIPAL STREET LIGHTS			Total For Dept 442.000 DOWNTOWN PUBLIC WORKS			462.06
101-448.000-920.003 UTILITIES - STREET LIGHT		DTE ENERGY		02/03/14	02/10/14	6,066.10
Dept 528.000 SOLID WASTE			Total For Dept 448.000 MUNICIPAL STREET LIGHTS			6,066.10
101-528.000-805.000 CONTRACTED SOLID WASTE S		WASTE MANAGEMENT OF M		7306527	02/10/14	20,215.81
Dept 751.000 PARKS & RECREATION			Total For Dept 528.000 SOLID WASTE			20,215.81
101-751.000-944.000 PORTABLE TOILET RENTAL		JOHN'S SANITATION		38130	02/10/14	60.00
101-751.000-944.000 PORTABLE TOILET RENTAL		JOHN'S SANITATION		38129	02/10/14	95.00
Dept 851.000 INSURANCE & BONDS			Total For Dept 751.000 PARKS & RECREATION			155.00
101-851.000-910.000		MML WORKERS COMPENSAT		9035201	02/10/14	1,840.22
Fund 202 MAJOR STREETS FUND			Total For Dept 851.000 INSURANCE & BONDS			1,840.22
Dept 463.000 ROUTINE MAINTENANCE			Total For Fund 101 GENERAL FUND			75,079.97
202-463.000-802.000 PROFESSIONAL SERVICES		BS&A SOFTWARE		094432	02/10/14	400.00
202-463.000-910.000		MML WORKERS COMPENSAT		9035201	02/10/14	167.62
Dept 474.000 TRAFFIC SERVICES			Total For Dept 463.000 ROUTINE MAINTENANCE			567.62
202-474.000-910.000		MML WORKERS COMPENSAT		9035201	02/10/14	58.30
Dept 478.000 WINTER MAINTENANCE			Total For Dept 474.000 TRAFFIC SERVICES			58.30
202-478.000-901.000 PRINTING & PUBLISHING		PNC		01/23/14	01/23/14	389.56
202-478.000-910.000		MML WORKERS COMPENSAT		9035201	02/10/14	85.63
Fund 203 LOCAL STREETS FUND			Total For Dept 478.000 WINTER MAINTENANCE			475.19
Dept 451.000 CONTRACTED ROAD CONSTRUCTION			Total For Fund 202 MAJOR STREETS FUND			1,101.11

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount	Check
Fund 203 LOCAL STREETS FUND							
Dept 451.000 CONTRACTED ROAD CONSTRUCTION							
203-451.000-803.000 CONTRACTED SERVICES		BIRKENSTOCK CONSTRUCT	PAVING AND DRAINING IMPROVEMENTS	02/03/14	02/10/14	6,000.00	
			Total For Dept 451.000 CONTRACTED ROAD CONSTRUCT			6,000.00	
Dept 463.000 ROUTINE MAINTENANCE							
203-463.000-802.000 PROFESSIONAL SERVICES		BS&A SOFTWARE	SOFTWARE APPLICATIONS	094432	02/10/14	400.00	
203-463.000-803.002 PAVEMENT MANAGEMENT		UNIQUE PAVING MATERIA	COLD MIX	232259	02/10/14	260.00	
203-463.000-910.000		MML WORKERS COMPENSAT	QUARTERLY PAYMENT	9035201	02/10/14	51.02	
			Total For Dept 463.000 ROUTINE MAINTENANCE			711.02	
Dept 474.000 TRAFFIC SERVICES							
203-474.000-910.000		MML WORKERS COMPENSAT	QUARTERLY PAYMENT	9035201	02/10/14	18.22	
			Total For Dept 474.000 TRAFFIC SERVICES			18.22	
Dept 478.000 WINTER MAINTENANCE							
203-478.000-901.000 PRINTING & PUBLISHING		PNC	NEWSLETTER	01/23/14	01/23/14	389.56	40571
203-478.000-910.000		MML WORKERS COMPENSAT	QUARTERLY PAYMENT	9035201	02/10/14	40.08	
			Total For Dept 478.000 WINTER MAINTENANCE			429.64	
			Total For Fund 203 LOCAL STREETS FUND			7,158.88	
Fund 402 EQUIPMENT REPLACEMENT FUND							
Dept 441.000 DEPARTMENT OF PUBLIC WORKS							
402-441.000-939.000 VEHICLE MAINTENANCE & RE		DIUBLE EQUIPMENT INCO	MAINTENANCE	16893/16771	02/10/14	199.26	
402-441.000-939.000		PARTS PEDDLER AUTO SU	MAINTENANCE	02/04/14	02/10/14	422.12	
402-441.000-939.000		RITE-TECH ENTERPRISES	MAINTENANCE	8843	02/10/14	469.09	
			Total For Dept 441.000 DEPARTMENT OF PUBLIC WORK			1,090.47	
Fund 590 SEWER ENTERPRISE FUND							
Dept 248.000 ADMINISTRATION							
590-248.000-811.000 ATTORNEY FEES - MISCELLA		VARNUM, RIDDERING, SC	LEGAL FEES	916597	02/10/14	112.54	
			Total For Dept 248.000 ADMINISTRATION			112.54	
Dept 548.000 SEWER UTILITIES DEPARTMENT							
590-548.000-740.000 OPERATING SUPPLIES		ECONO	BUSINESS CARDS	52493	02/10/14	87.45	
590-548.000-751.000		CORRIGAN OIL COMPANY	WWTP	14028093207	02/10/14	638.31	
590-548.000-751.000		CORRIGAN OIL COMPANY	WWTP	5859460	02/10/14	683.47	
590-548.000-751.000		CORRIGAN OIL COMPANY	WWTP	0005975	02/10/14	192.95	
590-548.000-802.000 PROFESSIONAL SERVICES		BS&A SOFTWARE	SOFTWARE APPLICATIONS	094432	02/10/14	400.00	
590-548.000-910.000		MML WORKERS COMPENSAT	QUARTERLY PAYMENT	9035201	02/10/14	983.88	
590-548.000-920.000 UTILITIES		COMCAST	WWTP	02/04/14	02/10/14	37.37	
590-548.000-920.000 UTILITIES		DEXTER VILLAGE	WATER BILLS	02/03/14	02/10/14	622.47	
590-548.000-920.000 UTILITIES		DTE ENERGY	WWTP	02/05/14	02/10/14	6,690.20	
590-548.000-920.001 UTILITIES - TELEPHONES		AT&T	WWTP	02/03/14	02/10/14	149.23	
590-548.000-935.000 BUILDING MAINTENANCE & R		HACKNEY HARDWARE	WWTP	02/05/14	02/10/14	76.98	
590-548.000-937.000 EQUIPMENT MAINTENANCE &		CUMMINS BRIDGEWAY LLC	WWTP	006-61252	02/10/14	97.82	
590-548.000-937.000 EQUIPMENT MAINTENANCE &		HACKNEY HARDWARE	WWTP	02/05/14	02/10/14	325.65	
590-548.000-937.000		PARTS PEDDLER AUTO SU	MAINTENANCE	02/04/14	02/10/14	103.55	
590-548.000-939.000 VEHICLE MAINTENANCE & RE		GRANT'S AUTOMOTIVE &	2005 CHEVY	2347	02/10/14	106.35	
590-548.000-939.000 VEHICLE MAINTENANCE & RE		PARTS PEDDLER AUTO SU	MAINTENANCE	02/04/14	02/10/14	102.47	
590-548.000-960.000 EDUCATION & TRAINING		FLEIS&VANDERBRINK	TRAINING	36942-34	02/10/14	250.00	
			Total For Dept 548.000 SEWER UTILITIES DEPARTMENT			11,548.15	

User: erin
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GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount Check
Fund 590 SEWER ENTERPRISE FUND						
Fund 591 WATER ENTERPRISE FUND						
Dept 556.000 WATER UTILITIES DEPARTMENT						
591-556.000-740.000	OPERATING SUPPLIES		Total For Fund 590 SEWER ENTERPRISE FUND			11,660.69
591-556.000-740.000		ECONO	BUSINESS CARDS	52493	02/10/14	87.45
591-556.000-802.000	PROFESSIONAL SERVICES	HACKNEY HARDWARE		02/05/14	02/10/14	80.55
591-556.000-910.000	UTILITIES	BS&A SOFTWARE	SOFTWARE APPLICATIONS	094432	02/10/14	400.00
591-556.000-920.000	UTILITIES	NML WORKERS COMPENSAT	QUARTERLY PAYMENT	9035201	02/10/14	399.03
591-556.000-920.000	UTILITIES - TELEPHONES &	COMCAST	WWTP	02/04/14	02/10/14	37.37
591-556.000-920.001	EQUIPMENT MAINTENANCE &	DTE ENERGY		02/05/14	02/10/14	2,258.00
591-556.000-937.000	VEHICLE MAINTENANCE & RE	AT&T	WWTP	02/03/14	02/10/14	149.24
591-556.000-939.000	EDUCATION & TRAINING	HACKNEY HARDWARE	PARTS PEDDLER AUTO SU MAINTENANCE	02/05/14	02/10/14	173.42
		PARTS PEDDLER AUTO SU	TRAINING	02/04/14	02/10/14	504.76
		FLEIS&VANDERBRINK		36942-34	02/10/14	4.98
			Total For Dept 556.000 WATER UTILITIES DEPARTMENT			250.00
			Total For Fund 591 WATER ENTERPRISE FUND			4,344.80
Fund 701 TRUST & AGENCY FUND						
Dept 000.000 ASSETS, LIABILITIES & REVENUE						
701-000.000-254.000-L SPR - LAFONTAINE		LA FONTAINE	ESCROW	01/29/14	01/29/14	3,734.00
			Total For Dept 000.000 ASSETS, LIABILITIES & REV			3,734.00
			Total For Fund 701 TRUST & AGENCY FUND			3,734.00

40572

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount Check
Fund Totals:						
			Fund 101 GENERAL FUND			75,079.97
			Fund 202 MAJOR STREETS FUND			1,101.11
			Fund 203 LOCAL STREETS FUND			7,158.88
			Fund 402 EQUIPMENT REPLACEMENT FUND			1,090.47
			Fund 590 SEWER ENTERPRISE FUND			11,660.69
			Fund 591 WATER ENTERPRISE FUND			4,344.80
			Fund 701 TRUST & AGENCY FUND			3,734.00
Total For All Funds:						104,169.92

VILLAGE OF DEXTER

8140 Main Street Dexter, MI 48130-1092

Phone (734)426-8303 ext 17 Fax (734)426-5614

cnicholls@dextermi.gov

MEMO

To: President Keough and Council Members
From: Courtney Nicholls, Assistant Village Manager
Date: February 4, 2014
Re: Discussion of: Franchise Agreement Request

The Village received a Franchise Agreement request from AT&T on January 31, 2014. According to the State Law the Village has 15 business days to determine whether the application is complete and 30 business days to consider it. In accordance with the letter provided by AT&T they consider the timeline to start on February 3, 2014. The State Law governing franchise agreements creates a strict framework for the structure of the application and the terms of the agreement. Included for Council's review is the Uniform Video Services Local Franchise Act and our current agreement with Comcast. AT&T has indicated that they will accept 5% as the franchise fee, which is what we currently receive from Comcast. AT&T has also indicated that the services can be extended to the Village over AT&T's current lines, so significant work in the right of way will not be necessary.

Along with the application, AT&T provided confidential documents which are provided separately for Council's review.

Village Attorney Scott Munzel is currently reviewing the document. He has recently assisted Ann Arbor Township with a Comcast franchise agreement. If Council has any additional questions, he will provide feedback at the February 24, 2014 meeting.



James Murray
President

444 Michigan Ave
Suite 1700
Detroit, MI 48226
Office: 313-223-7171
Fax: 313-223-9008

January 31, 2014

Via UPS Overnight Delivery

To: Carol Jones
Clerk of the Village of Dexter
8123 Main Street, 2nd Floor
Dexter, Michigan 48130

Re: Video Service Local Franchise Agreement for AT&T Michigan

Dear Ms. Jones:

Pursuant to Section 3 of 2006 Public Act 480, MCL 484.3303 ("Act 480") and the January 30, 2007 Order ("Order") and the April 16, 2009 Order of the Michigan Public Service Commission ("Commission"), in Case No. U-15169, Michigan Bell Telephone Co. doing business as AT&T Michigan ("AT&T"), hereby files the enclosed Uniform Video Service Local Franchise Agreement ("Agreement") by and between the Village of Dexter, a Michigan municipal corporation (the "Franchising Entity") and AT&T (the "Provider"). The Commission's Order and Instructions may be found at the following Commission web link: http://www.cis.state.mi.us/mpsc/orders/comm/2007/u-15169_01-30-2007.pdf

The enclosed filing includes the standard form Agreement approved by and required for use by the Commission, and it has been completed in accordance with the Commission's Instructions issued in the Order. AT&T has obtained certain information from the publicly available cable franchise agreement between the Village of Dexter and the incumbent cable service provider, Comcast Corporation, which is to be inserted into the Agreement by the Village of Dexter pursuant to the Commission's Instructions. It is AT&T's understanding that there is an annual franchise fee of 5% of gross revenues paid by Comcast Corporation which is to be inserted by the Village of Dexter into Section "VI. Fees" of the Agreement.

Similarly, if there is an ongoing, annual PEG support fee, such PEG support fee is to be inserted in Section "VIII. PEG Fees". Please insert into Section "VIII. PEG Fees" of the AT&T Agreement what the Village of Dexter asserts is the appropriate PEG support fee pursuant to Section 6 (8) of Act 480. On May 3, 2007, the Michigan Public Service Commission noted at page 3 of its Order Establishing An Expedited Hearing And Directing The City Of Southfield To Show Cause in Case No. U-15281, that it is the Franchising Entity's responsibility to fill in the applicable franchise fee and PEG fee.

The submission also includes Attachment 1 to the Agreement. Pursuant to Section 11 of Act 480, Section "XIII. Confidentiality" of the Agreement, and page 1 of the Instructions for Uniform Video Service Agreement issued in the Order, AT&T has deemed both the "Video Service Area Footprint" and "the date on which AT&T expects to begin to provide video services in part of the Video Service Area Footprint" as Confidential Information. The Confidential Information for Attachment 1 has been set forth

in Confidential Attachments A and B respectively, and has been placed in a separate, sealed envelope and clearly identified by the label of the envelope as follows:

(AT&T Michigan "CONFIDENTIAL INFORMATION")

Pursuant to Section XIII of the Agreement, Section 11 of Act 480, and the Commission's Instructions, the Village of Dexter as the Franchising Entity receiving the information so designated as confidential is required (a) to protect such information from public disclosure, (b) exempt such information from any response to a Freedom of Information Act ("FOIA") request made under MCL 15.231 to 15.246, and (c) make the information available only to and for use only by such local officials as are necessary to approve the Agreement or perform any other task for which the information is submitted.

It is important to note that AT&T's map demonstrates the exact footprint within which AT&T intends to offer video services and thus is consistent in full with the purpose for which it is prepared. AT&T's "video service area footprint" map complies with Section 2(3)(e) of Act 480. Section 2(3)(e) provides that a uniform video service local franchise agreement include "an exact description of the video service area footprint to be served, as identified by a geographic information system digital boundary meeting or exceeding national map accuracy standards."

AT&T's video service area footprint map is prepared using digital geographic data created by AT&T's Geographic Information System (GIS) application. GIS-mapping systems use software to combine multiple "layers" of information to create maps tailored for specific purposes, such as demonstrating the precise area in which AT&T intends to offer video services. Maps created using AT&T's GIS-mapping system meet or exceed all pertinent national map accuracy standards.

AT&T's GIS-created maps are created using GIS-mapping technology. GIS-mapping systems are comprised of individual map elements, which are "intelligent" in the sense that each individual map element contains an encoded database record that includes a unique identifier attribute and spatial coordinate attributes for each individual map element (such as longitude and latitude). AT&T's GIS-mapping application uses wire center boundaries hand-digitized by AT&T, which are highly accurate for all map preparation purposes.

AT&T's GIS-mapping application uses data sources that have latitude and longitude coordinates embedded in and associated with all the points, lines and boundaries on all state and municipality maps used by AT&T, to create the video service area footprint maps. Those portions of the AT&T wire centers which are outside the boundaries of the Village of Dexter are not included in the map.

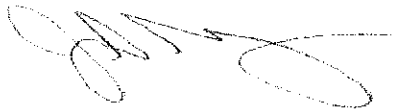
AT&T's GIS-mapping application uses geographic data from several sources. For example, AT&T secures landbase data, including city and state boundaries, from NAVTEQ®, which is recognized as a leader in GIS data and a provider of GIS application data in North America. Data and maps received from NAVTEQ® are specifically designed to comply with all national map accuracy standards. In sum, AT&T's map complies with the requirements of Section 3(3)(e) of Act 480 and includes "an exact description of the video service area footprint to be served, as identified by a geographic information system digital boundary meeting or exceeding national map accuracy standards."

Ms. Carol Jones
January 31, 2014
Page 3

The Village of Dexter has 15 business days beginning on February 3, 2014 within which to notify AT&T if the Agreement is complete. If the Village of Dexter does not notify AT&T regarding the completeness of the Agreement within this 15 business day period, pursuant to Section 3(3) of Act 480, the Agreement shall be deemed complete. Any notice by the Village of Dexter regarding the completeness of the Agreement must comply with Section 3(2) of Act 480 and must be sent by facsimile to each of the representatives of AT&T identified in Section "XV. Notices" of the enclosed Agreement.

AT&T has a proud history and tradition of providing home phone service for many decades to residents in the geographic area now located in the Village of Dexter. We are looking forward to serving your community in new ways.

If there are any questions concerning the enclosed filing, please contact Yvette Collins, Director, External Affairs at 313-496-8162.

A handwritten signature in black ink, appearing to be 'Yvette Collins', is centered on the page.

Attachments

cc: Donna Dettling, Village Manager (Public Version Only)
Courtney Nicholls, Assistant Village Manager (Public Version Only)
Brian Norman, AT&T External Affairs Manager

UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT

THIS UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT ("Agreement") is made, pursuant to 2006 PA 480, MCL 484.3301 *et seq.*, (the "Act") by and between the Village of Dexter, a Michigan municipal corporation (the "Franchising Entity"), and Michigan Bell Telephone Company, a Michigan corporation doing business as AT&T Michigan.

I. Definitions

For purposes of this Agreement, the following terms shall have the following meanings as defined in the Act:

- A. "Cable Operator" means that term as defined in 47 USC 522(5).
- B. "Cable Service" means that term as defined in 47 USC 522(6).
- C. "Cable System" means that term as defined in 47 USC 522(7).
- D. "Commission" means the Michigan Public Service Commission.
- E. "Franchising Entity" means the local unit of government in which a provider offers video services through a franchise.
- F. "FCC" means the Federal Communications Commission.
- G. "Gross Revenue" means that term as described in Section 6(4) of the Act and in Section VI(D) of the Agreement.
- H. "Household" means a house, an apartment, a mobile home, or any other structure or part of a structure intended for residential occupancy as separate living quarters.
- I. "Incumbent video provider" means a cable operator serving cable subscribers or a telecommunication provider providing video services through the provider's existing telephone exchange boundaries in a particular franchise area within a local unit of government on the effective date of this act.
- J. "IPTV" means internet protocol television.
- K. "Local unit of government" means a city, village, or township.
- L. "Low-income household" means a household with an average annual household income of less than \$35,000.00 as determined by the most recent decennial census.
- M. "METRO Act" means the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act, 2002 PA 48, MCL 484.3101 *et seq.*
- N. "Open video system" or "OVS" means that term as defined in 47 USC 573.
- O. "Person" means an individual, corporation, association, partnership, governmental entity, or any other legal entity.
- P. "Public rights-of-way" means the area on, below, or above a public roadway, highway, street, public sidewalk, alley, waterway, or utility easements dedicated for compatible uses.
- Q. "Term" means the period of time provided for in Section V of this Agreement.
- R. "Uniform video service local franchise agreement" or "franchise agreement" means the franchise agreement required under the Act to be the operating agreement between each franchising entity and video provider in this state.
- S. "Video programming" means that term as defined in 47 USC 522(20).
- T. "Video service" means video programming, cable services, IPTV, or OVS provided through facilities located at least in part in the public rights-of-way without regard to delivery technology, including internet protocol technology. This definition does not include any video programming provided by a commercial mobile service provider defined in 47 USC 332(d) or provided solely as part of, and via, a service that enables users to access content, information, electronic mail, or other services offered over the public internet.
- U. "Video service provider" or "Provider" means a person authorized under the Act to provide video service.
- V. "Video service provider fee" means the amount paid by a video service provider or incumbent video provider under Section 6 of the Act and Section VI of this Agreement.

II. Requirements of the Provider

- A. An unfranchised Provider will not provide video services in any local unit of government without first obtaining a uniform video service local franchise agreement as provided under **Section 3 of the Act** (except as otherwise provided by the Act).
- B. The Provider shall file in a timely manner with the Federal Communications Commission all forms required by that agency in advance of offering video service in Michigan.
- C. The Provider agrees to comply with all valid and enforceable federal and state statutes and regulations.
- D. The Provider agrees to comply with all valid and enforceable local regulations regarding the use and occupation of public rights-of-way in the delivery of the video service, including the police powers of the Franchising Entity.
- E. The Provider shall comply with all Federal Communications Commission requirements involving the distribution and notification of federal, state, and local emergency messages over the emergency alert system applicable to cable operators.
- F. The Provider shall comply with the public, education, and government programming requirements of Section 4 of the Act.
- G. The Provider shall comply with all customer service rules of the Federal Communications Commission under 47 CFR 76.309 (c) applicable to cable operators and applicable provisions of the Michigan Consumer Protection Act, 1976 PA 331, MCL 445.901 to 445.922.
 - i. Including but not limited to: MCL 445.902; MCL 445.903 (1)(a) through 445.903(1)(cc); MCL 445.903(1)(ff) through (jj); MCL 445.903(2); MCL 445.905; MCL 445.906; MCL 445.907; MCL 445.908; MCL 445.910; MCL 445.911; MCL 445.914; MCL 445.915; MCL 445.916; MCL 445.918.
- H. The Provider agrees to comply with in-home wiring and consumer premises wiring rules of the Federal Communications Commission applicable to cable operators.
- I. The Provider shall comply with the Consumer Privacy Requirements of 47 USC 551 applicable to cable operators.
- J. If the Provider is an incumbent video provider, it shall comply with the terms which provide insurance for right-of-way related activities that are contained in its last cable franchise or consent agreement from the Franchising Entity entered before the effective date of the Act.
- K. The Provider agrees that before offering video services within the boundaries of a local unit of government, the video Provider shall enter into a Franchise Agreement with the local unit of government as required by the Act.
- L. The Provider understands that as the effective date of the Act, no existing Franchise Agreement with a Franchising Entity shall be renewed or extended upon the expiration date of the Agreement.
- M. The Provider provides an exact description of the video service area footprint to be served, pursuant to **Section 2(3)(e) of the Act**. If the Provider is not an incumbent video Provider, the date on which the Provider expects to provide video services in the area identified under **Section 2(3)(e) of the Act** must be noted. The Provider will provide this information in Attachment 1 - Uniform Video Service Local Franchise Agreement.
- N. The Provider is required to pay the Provider fees pursuant to **Section 6 of the Act**.

III. Provider Providing Access

- A. The Provider shall not deny access to service to any group of potential residential subscribers because of the race or income of the residents in the local area in which the group resides.
- B. It is a defense to an alleged violation of Paragraph A if the Provider has met either of the following conditions:
 - i. Within 3 years of the date it began providing video service under the Act and the Agreement; at least 25% of households with access to the Provider's video service are low-income households.
 - ii. Within 5 years of the date it began providing video service under the Act and Agreement and from that point forward, at least 30% of the households with access to the Provider's video service are low-income households.
- C. [If the Provider is using telecommunication facilities] to provide video services and has more than 1,000,000 telecommunication access lines in Michigan, the Provider shall provide access to its video service to a number of households equal to at least 25% of the households in the provider's telecommunication

service area in Michigan within 3 years of the date it began providing video service under the Act and Agreement and to a number not less than 50% of these households within 6 years. **The video service Provider is not required to meet the 50% requirement in this paragraph until 2 years after at least 30% of the households with access to the Provider's video service subscribe to the service for 6 consecutive months.**

- D. The Provider may apply to the Franchising Entity, and in the case of paragraph C, the Commission, for a waiver of or for an extension of time to meet the requirements of this section if 1 or more of the following apply:
- i. The inability to obtain access to public and private rights-of-way under reasonable terms and conditions.
 - ii. Developments or buildings not being subject to competition because of existing exclusive service arrangements.
 - iii. Developments or buildings being inaccessible using reasonable technical solutions under commercial reasonable terms and conditions.
 - iv. Natural disasters
 - v. Factors beyond the control of the Provider
- E. The Franchising Entity or Commission may grant the waiver or extension only if the Provider has made substantial and continuous effort to meet the requirements of this section. If an extension is granted, the Franchising Entity or Commission shall establish a new compliance deadline. If a waiver is granted, the Franchising Entity or Commission shall specify the requirement or requirements waived.
- F. The Provider shall file an annual report with the Franchising Entity and the Commission regarding the progress that has been made toward compliance with paragraphs B and C.
- G. Except for satellite service, the provider may satisfy the requirements of this paragraph and Section 9 of the Act through the use of alternative technology that offers service, functionality, and content, which is demonstrably similar to that provided through the provider's video service system and may include a technology that does not require the use of any public right-of-way. The technology utilized to comply with the requirements of this section shall include local public, education, and government channels and messages over the emergency alert system as required under Paragraph II(E) of this Agreement.

IV. Responsibility of the Franchising Entity

- A. The Franchising Entity hereby grants authority to the Provider to provide Video Service in the Video Service area footprint, as described in this Agreement and Attachments, as well as the Act.
- B. The Franchising Entity hereby grants authority to the Provider to use and occupy the Public Rights-of-way in the delivery of Video Service, subject to the laws of the state of Michigan and the police powers of the Franchising Entity.
- C. The Franchising Entity shall notify the Provider as to whether the submitted Franchise Agreement is complete as required by the Act within 15 business days after the date that the Franchise Agreement is filed. If the Franchise Agreement is not complete, the Franchising Entity shall state in its notice the reasons the Franchise Agreement is incomplete. The Franchising Entity cannot declare an application to be incomplete because it may dispute whether or not the applicant has properly classified certain material as "confidential."
- D. The Franchising Entity shall have 30 days after the submission date of a complete Franchise Agreement to approve the agreement. If the Franchising Entity does not notify the Provider regarding the completeness of the Franchise Agreement or approve the Franchise Agreement within the time periods required under **Section 3(3) of the Act**, the Franchise Agreement shall be considered complete and the Franchise Agreement approved.
- i. If time has expired for the Franchising Entity to notify the Provider, The Provider shall send (via mail: certified or registered, or by fax) notice to the Franchising Entity and the Commission, using Attachment 3 of this Agreement.
- E. The Franchising Entity shall allow a Provider to install, construct, and maintain a video service or communications network within a public right-of-way and shall provide the provider with open, comparable, nondiscriminatory, and competitively neutral access to the public right-of-way.
- F. The Franchising Entity may not discriminate against a video service provider to provide video service for any of the following:
- i. The authorization or placement of a video service or communications network in public right-of-way.
 - ii. Access to a building owned by a governmental entity.
 - iii. A municipal utility pole attachment.
- G. The Franchising Entity may impose on a Provider a permit fee only to the extent it imposes such a fee on incumbent video providers, and any fee shall not exceed the actual, direct costs incurred by the Franchising Entity for issuing the relevant permit. A fee under this section shall not be levied if the Provider already has

paid a permit fee of any kind in connection with the same activity that would otherwise be covered by the permit fee under this section or is otherwise authorized by law or contract to place the facilities used by the Provider in the public right-of-way or for general revenue purposes.

- H. The Franchising Entity shall not require the provider to obtain any other franchise, assess any other fee or charge, or impose any other franchise requirement than is allowed under the Act and this Agreement. For purposes of this Agreement, a franchise requirement includes but is not limited to, a provision regulating rates charged by video service providers, requiring the video service providers to satisfy any build-out requirements, or a requirement for the deployment of any facilities or equipment.
- I. Notwithstanding any other provision of the Act, the Provider shall not be required to comply with, and the Franchising Entity may not impose or enforce, any mandatory build-out or deployment provisions, schedules, or requirements except as required by **Section 9 of the Act**.
- J. The Franchising Entity is subject to the penalties provided for under Section 14 of the Act.

V. Term

- A. This Franchise Agreement shall be for a period of 10 years from the date it is issued. The date it is issued shall be calculated either by (a) the date the Franchising Entity approved the Agreement, provided it did so within 30 days after the submission of a complete franchise agreement, or (b) the date the Agreement is deemed approved pursuant to **Section 3(3) of the Act**, if the Franchising Entity either fails to notify the Provider regarding the completeness of the Agreement or approve the Agreement within the time periods required under that subsection.
- B. Before the expiration of the initial Franchise Agreement or any subsequent renewals, the Provider may apply for an additional 10-year renewal under **Section 3(7) of the Act**.

VI. Fees

- A. A video service Provider shall calculate and pay an annual video service provider fee to the Franchising Entity. The fee shall be 1 of the following:
 - i. If there is an existing Franchise Agreement, an amount equal to the percentage of gross revenue paid to the Franchising Entity by the incumbent video Provider with the largest number of subscribers in the Franchising Entity.
 - ii. At the expiration of an existing Franchise Agreement or if there is no existing Franchise Agreement, an amount equal to the percentage of gross revenue as established by the Franchising Entity of _____% (percentage amount to be inserted by Franchising Entity which shall not exceed 5%) and shall be applicable to all providers
- B. The fee shall be due on a quarterly basis and paid within 45 days after the close of the quarter. Each payment shall include a statement explaining the basis for the calculation of the fee.
- C. The Franchising Entity shall not demand any additional fees or charges from a provider and shall not demand the use of any other calculation method other than allowed under the Act.
- D. For purposes of this Section, "gross revenues" means all consideration of any kind or nature, including, without limitation, cash, credits, property, and in-kind contributions received by the provider from subscribers for the provision of video service by the video service provider within the jurisdiction of the franchising entity.
 - 1. **Gross revenues shall include all of the following:**
 - i. All charges and fees paid by subscribers for the provision of video service, including equipment rental, late fees, insufficient funds fees, fees attributable to video service when sold individually or as part of a package or bundle, or functionally integrated, with services other than video service.
 - ii. Any franchise fee imposed on the Provider that is passed on to subscribers.
 - iii. Compensation received by the Provider for promotion or exhibition of any products or services over the video service.
 - iv. Revenue received by the Provider as compensation for carriage of video programming on that Provider's video service.
 - v. All revenue derived from compensation arrangements for advertising to the local franchise area.
 - vi. Any advertising commissions paid to an affiliated third party for video service advertising.
 - 2. **Gross revenues do not include any of the following:**
 - i. Any revenue not actually received, even if billed, such as bad debt net of any recoveries of bad debt.
 - ii. Refunds, rebates, credits, or discounts to subscribers or a municipality to the extent not already offset by subdivision (D)(i) and to the extent the refund, rebate, credit, or discount is attributable to the video service.

- iii. Any revenues received by the Provider or its affiliates from the provision of services or capabilities other than video service, including telecommunications services, information services, and services, capabilities, and applications that may be sold as part of a package or bundle, or functionality integrated, with video service.
 - iv. Any revenues received by the Provider or its affiliates for the provision of directory or internet advertising, including yellow pages, white pages, banner advertisement, and electronic publishing.
 - v. Any amounts attributable to the provision of video service to customers at no charge, including the provision of such service to public institutions without charge.
 - vi. Any tax, fee, or assessment of general applicability imposed on the customer or the transaction by a federal, state, or local government or any other governmental entity, collected by the Provider, and required to be remitted to the taxing entity, including sales and use taxes.
 - vii. Any forgone revenue from the provision of video service at no charge to any person, except that any forgone revenue exchanged for trades, barter, services, or other items of value shall be included in gross revenue.
 - viii. Sales of capital assets or surplus equipment.
 - ix. Reimbursement by programmers of marketing costs actually incurred by the Provider for the introduction of new programming.
 - x. The sale of video service for resale to the extent the purchaser certifies in writing that it will resell the service and pay a franchise fee with respect to the service.
- E. In the case of a video service that is bundled or integrated functionally with other services, capabilities, or applications, the portion of the video Provider's revenue attributable to the other services, capabilities, or applications shall be included in gross revenue unless the Provider can reasonably identify the division or exclusion of the revenue from its books and records that are kept in the regular course of business.
- F. Revenue of an affiliate shall be included in the calculation of gross revenues to the extent the treatment of the revenue as revenue of the affiliate has the effect of evading the payment of franchise fees which would otherwise be paid for video service.
- G. The Provider is entitled to a credit applied toward the fees due under **Section 6(1) of the Act** for all funds allocated to the Franchising Entity from annual maintenance fees paid by the provider for use of public rights-of-way, minus any property tax credit allowed under **Section 8 of the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act (METRO Act)**, 2002 PA 48, MCL 484.3108. The credits shall be applied on a monthly pro rata basis beginning in the first month of each calendar year in which the Franchising Entity receives its allocation of funds. The credit allowed under this subsection shall be calculated by multiplying the number of linear feet occupied by the Provider in the public rights-of-way of the Franchising Entity by the lesser of 5 cents or the amount assessed under the **METRO Act**. The Provider is not eligible for a credit under this section unless the provider has taken all property tax credits allowed under the **METRO Act**.
- H. All determinations and computations made under this section shall be pursuant to generally accepted accounting principles.
- I. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the Provider shall be made within 3 years from the date the compensation is remitted.
- J. The Provider may identify and collect as a separate line item on the regular monthly bill of each subscriber an amount equal to the percentage established under **Section 6(1) of the Act**, applied against the amount of the subscriber's monthly bill.
- K. The Franchising Entity shall not demand any additional fees or charges from a Provider and shall not demand the use of any other calculation method other than allowed under the Act.

VII. Public, Education, and Government (PEG) Channels

- A. The video service Provider shall designate a sufficient amount of capacity on its network to provide for the same number of public, education, and government access channels that are in actual use on the incumbent video provider system on the **effective date of the Act** or as provided under **Section 4(14) of the Act**.
- B. Any public, education, or government channel provided under this section that is not utilized by the Franchising Entity for at least 8 hours per day for 3 consecutive months may no longer be made available to the Franchising Entity and may be programmed at the Provider's discretion. At such a time as the Franchising Entity can certify a schedule for at least 8 hours of daily programming for a period of 3 consecutive months, the Provider shall restore the previously reallocated channel.
- C. The Franchising Entity shall ensure that all transmissions, content, or programming to be retransmitted by a video service Provider is provided in a manner or form that is capable of being accepted and retransmitted by a Provider, without requirement for additional alteration or change in the content by the Provider, over the

particular network of the Provider, which is compatible with the technology or protocol utilized by the Provider to deliver services.

- D. The person producing the broadcast is solely responsible for all content provided over designated public, education, or government channels. The video service Provider shall not exercise any editorial control over any programming on any channel designed for public, education, or government use.
- E. The video service Provider is not subject to any civil or criminal liability for any program carried on any channel designated for public, education, or government use.
- F. If a Franchising Entity seeks to utilize capacity pursuant to **Section 4(1) of the Act** or an agreement under **Section 13 of the Act** to provide access to video programming over one or more PEG channels, the Franchising Entity shall give the Provider a written request specifying the number of channels in actual use on the incumbent video provider's system or specified in the agreement entered into under **Section 13 of the Act**. The video service Provider shall have 90 days to begin providing access as requested by the Franchising Entity. The number and designation of PEG access channels shall be set forth in an addendum to this agreement effective 90 days after the request is submitted by the Franchising Entity.
- G. A PEG channel shall only be used for noncommercial purposes.

VIII. PEG Fees

- A. The video service Provider shall also pay to the Franchising Entity as support for the cost of PEG access facilities and services an annual fee equal to one of the following options:
 - 1. If there is an existing Franchise on the effective date of the Act, the fee (enter the fee amount _____) paid to the Franchising Entity by the incumbent video Provider with the largest number of cable service subscribers in the Franchising Entity as determined by the existing Franchise Agreement;
 - 2. At the expiration of the existing Franchise Agreement, the amount required under (1) above, which is _____% of gross revenues. (The amount under (1) above is not to exceed 2% of gross revenues);
 - 3. If there is no existing Franchise Agreement, a percentage of gross revenues as established by the Franchising Entity and to be determined by a community need assessment, is _____% of gross revenues. (The percentage that is established by the Franchising Entity is not to exceed 2% of gross revenues.); and
 - 4. An amount agreed to by the Franchising Entity and the video service Provider.
- B. The fee required by this section shall be applicable to all providers, pursuant to Section 6(9) of the Act.
- C. The fee shall be due on a quarterly basis and paid within 45 days after the close of the quarter. Each payment shall include a statement explaining the basis for the calculation of the fee.
- D. All determinations and computations made under this section shall be pursuant to generally accepted accounting principles.
- E. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the Provider shall be made within 3 years from the date the compensation is remitted.
- F. The Provider may identify and collect as a separate line item on the regular monthly bill of each subscriber an amount equal to the percentage established under **Section 6(8) of the Act**, applied against the amount of the subscriber's monthly bill.
- G. The Franchising Entity shall not demand any additional fees or charges from a Provider and shall not demand the use of any other calculation method other than allowed under the Act.

IX. Audits

- A. No more than every 24 months, a Franchising Entity may perform reasonable audits of the video service Provider's calculation of the fees paid under **Section 6 of the Act** to the Franchising Entity during the preceding 24-month period only. All records reasonably necessary for the audits shall be made available by the Provider at the location where the records are kept in the ordinary course of business. The Franchising Entity and the video service Provider shall each be responsible for their respective costs of the audit. Any additional amount due verified by the Franchising Entity shall be paid by the Provider within 30 days of the Franchising Entity's submission of invoice for the sum. If the sum exceeds 5% of the total fees which the audit determines should have been paid for the 24-month period, the Provider shall pay the Franchising Entity's reasonable costs of the audit.
- B. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the provider shall be made within 3 years from the date the compensation is remitted.

X. Termination and Modification

This Franchise Agreement issued by a Franchising Entity may be terminated or the video service area footprint may be modified, except as provided under **Section 9 of the Act**, by the Provider by submitting notice to the Franchising Entity. The Provider will use Attachment 2, when notifying the Franchising Entity.

XI. Transferability

This Franchise Agreement issued by a Franchising Entity or an existing franchise of an incumbent video service Provider is fully transferable to any successor in interest to the Provider to which it is initially granted. A notice of transfer shall be filed with the Franchising Entity within 15 days of the completion of the transfer. The Provider will use Attachment 2, when notifying the Franchising Entity. The successor in interest will assume the rights and responsibilities of the original provider and will also be required to complete their portion of the Transfer Agreement located within Attachment 2.

XII. Change of Information

If any of the information contained in the Franchise Agreement changes, the Provider shall timely notify the Franchising Entity. The Provider will use Attachment 2, when notifying the Franchising Entity.

XIII. Confidentiality

Pursuant to Section 11 of the Act: Except under the terms of a mandatory protective order, trade secrets and commercial or financial information designated as such and submitted under the Act to the Franchising Entity or Commission are exempt from the Freedom of Information Act, 1976 PA 442, MCL 15.231 to 15.246 and **MUST BE KEPT CONFIDENTIAL**.

- A. The Provider may specify which items of information should be deemed "confidential." It is the responsibility of the provider to clearly identify and segregate any confidential information submitted to the franchising entity with the following information:
 "[insert PROVIDER'S NAME]
 [CONFIDENTIAL INFORMATION]"
- B. The Franchising Entity receiving the information so designated as confidential is required (a) to protect such information from public disclosure, (b) exempt such information from any response to a FOIA request, and (c) make the information available only to and for use only by such local officials as are necessary to approve the franchise agreement or perform any other task for which the information is submitted.
- C. Any Franchising Entity which disputes whether certain information submitted to it by a provider is entitled to confidential treatment under the Act may apply to the Commission for resolution of such a dispute. Unless and until the Commission determines that part or all of the information is not entitled to confidential treatment under the Act, the Franchising Entity shall keep the information confidential.

XIV. Complaints/Customer Service

- A. The Provider shall establish a dispute resolution process for its customers. Provider shall maintain a local or toll-free telephone number for customer service contact.
- B. The Provider shall be subjected to the penalties, as described under **Section 14 of the Act**, and the Franchising Entity and Provider may be subjected to the dispute process as described in **Section 10 of the Act**.
- C. Each Provider shall annually notify its customers of the dispute resolution process required under **Section 10 of the Act**. Each Provider shall include the dispute resolution process on its website.
- D. Before a customer may file a complaint with the Commission under **Section 10(5) of the Act**, the customer shall first attempt to resolve the dispute through the dispute resolution process established by the Provider in **Section 10(2) of the Act**.
- E. A complaint between a customer and a Provider shall be handled by the Commission pursuant to the process as described in **Section 10(5) of the Act**.
- F. A complaint between a Provider and a franchising entity or between two or more Providers shall be handled by the Commission pursuant to the process described in **Section 10(6) of the Act**.
- G. In connection with providing video services to the subscribers, a provider shall not do any act prohibited by Section 10(1)(a-f) of the Act. The Commission may enforce compliance to the extent that the activities are not covered by **Section 2(3)(l) in the Act**.

XV. Notices

Any notices to be given under this Franchise Agreement shall be in writing and delivered to a Party personally, by facsimile or by certified, registered, or first-class mail, with postage prepaid and return receipt requested, or by a nationally recognized overnight delivery service, addressed as follows:

If to the Franchising Entity:
(must provide street address)

If to the Provider:
(must provide street address)

Village of Dexter:

8123 Main Street

2nd Floor

Dexter, Michigan 48130

Attn: Village Clerk (cc: Village Manager and Asst.
Manager)

Fax No.: 734.426.5614

444 Michigan Avenue

Room 1670

Detroit, Michigan 48226

Attn: Yvette Collins, Director - External Affairs

Fax No.: 313.496.9332

Or such other addresses or facsimile numbers as the Parties may designate by written notice from time to time.

XVI. Miscellaneous

- A. Governing Law. This Franchise Agreement shall be governed by, and construed in accordance with, applicable Federal laws and laws of the State of Michigan.
- B. The parties to this Franchise Agreement are subject to all valid and enforceable provisions of the Act.
- C. Counterparts. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute on and the same agreement.
- D. Power to Enter. Each Party hereby warrants to the other Party that it has the requisite power and authority to enter into this Franchise Agreement and to perform according to the terms hereof.
- E. The Provider and Franchising Entity are subject to the provisions of 2006 Public Act 480.

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have executed this Franchise Agreement.

Village of Dexter, a Michigan Municipal Corporation

By

Print Name

Title

Address

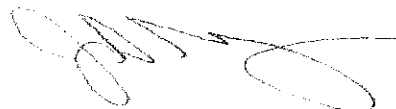
City, State, Zip

Phone

Fax

Email

Michigan Bell Telephone Company, a Michigan Corporation, doing business as AT&T Michigan



By _____
Print Name James Murray

Title President

Address 444 Michigan Avenue, Room 1700

City, State, Zip Detroit, Michigan 48226

Phone 313.223.7171

Fax 313.223.9008

Email m42325@att.com

FRANCHISE AGREEMENT
(Franchising Entity to Complete)

Date submitted:

Date completed and approved:

ATTACHMENT 1

UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT (Pursuant To 2006 Public Act 480)

(Form must be typed)

Date: January 31, 2014		
Applicant's Name: Michigan Bell Telephone Company d/b/a AT&T Michigan		
Address 1: 444 Michigan Avenue		
Address 2: Room 1670		Phone: 313.496.8162
City: Detroit	State: Michigan	Zip: 48226
Federal I.D. No. (FEIN): 38-0823930		

Company executive officers:

Name(s): James Murray
Title(s): President

Person(s) authorized to represent the company before the Franchising Entity and the Commission:

Name: Yvette Collins or her designee(s)		
Title: Director - External Affairs		
Address: 444 Michigan Avenue, Room 1670, Detroit, Michigan 48226		
Phone: 313.496.8162	Fax: 313.496.9332	Email: m42325@att.com

Describe the video service area footprint as set forth in Section 2(3e) of the Act. (An exact description of the video service area footprint to be served, as identified by a geographic information system digital boundary meeting or exceeding national map accuracy standards.)

Michigan Bell Telephone Company d/b/a AT&T Michigan
CONFIDENTIAL INFORMATION

SEE ATTACHED CONFIDENTIAL MAP LABELED AS ATTACHMENT A

The Video Service Area Footprint is set forth in a map, attached as Confidential Attachment A, which is created using Expanded Geographic Information System (EGIS) software and thus, meets the requirements of Section 2(3)(e) of Act 480. The map identifies the Video Service Area Footprint in terms of AT&T wire centers or exchanges serving the Village of Dexter, and such boundaries are overlaid onto a map with the municipal boundaries of the Village of Dexter.

[**Option A:** for Providers that Options B and C are not applicable, a description based on a geographic information system digital boundary meeting or exceeding national map accuracy standards]

[**Option B:** for Providers with 1,000,000 or more access lines in Michigan using telecommunication facilities to provide Video Service, a description based on entire wire centers or exchanges located in the Franchising Entity]

[**Option C:** for an Incumbent Video Service Provider, it satisfies this requirement by allowing the Franchising Entity to seek right-of-way information comparable to that required by a permit under the METRO Act as set forth in its last cable franchise or consent agreement from the Franchising Entity entered into before the effective date of the Act]

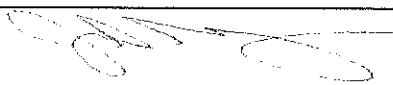
Pursuant to Section 2(3)(d) of the Act, if the Provider is not an incumbent video Provider, provide the date on which the Provider expects to provide video services in the area identified under Section 2(3)(e) (the Video Service Area Footprint).

Date: See Confidential Attachment B

For All Applications:

**Verification
(Provider)**

I, James Murray, of lawful age, and being first duly sworn, now states: As an officer of the Provider, I am authorized to do and hereby make the above commitments. I further affirm that all statements made above are true and correct to the best of my knowledge and belief.

Name and Title (printed): James Murray, President	
Signature: 	Date: January 31, 2014

(Franchising Entity)

Village of Dexter, a Michigan municipal corporation

By

Print Name

Title

Address

City, State, Zip

Phone

Fax

Email

Date



UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT

THIS UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT ("Agreement") is made, pursuant to 2006 PA 480, MCL 484.3301 *et seq.* (the "Act") by and between the Village of Dexter a Michigan municipal corporation (the "Franchising Entity"), and Comcast of the South Inc, a Colorado Corporation doing business as Comcast.

I. Definitions

For purposes of this Agreement, the following terms shall have the following meanings as defined in the Act:

- A. "Cable Operator" means that term as defined in 47 USC 522(5).
- B. "Cable Service" means that term as defined in 47 USC 522(6).
- C. "Cable System" means that term as defined in 47 USC 522(7).
- D. "Commission" means the Michigan Public Service Commission.
- E. "Franchising Entity" means the local unit of government in which a provider offers video services through a franchise.
- F. "FCC" means the Federal Communications Commission.
- G. "Gross Revenue" means that term as described in Section 6(4) of the Act and in Section VI(D) of the Agreement.
- H. "Household" means a house, an apartment, a mobile home, or any other structure or part of a structure intended for residential occupancy as separate living quarters.
- I. "Incumbent video provider" means a cable operator serving cable subscribers or a telecommunication provider providing video services through the provider's existing telephone exchange boundaries in a particular franchise area within a local unit of government on the effective date of this act.
- J. "IPTV" means internet protocol television.
- K. "Local unit of government" means a city, village, or township.
- L. "Low-income household" means a household with an average annual household income of less than \$35,000.00 as determined by the most recent decennial census.
- M. "METRO Act" means the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act, 2002 PA 48, MCL 484.3101 *et seq.*
- N. "Open video system" or "OVS" means that term as defined in 47 USC 573.
- O. "Person" means an individual, corporation, association, partnership, governmental entity, or any other legal entity.
- P. "Public rights-of-way" means the area on, below, or above a public roadway, highway, street, public sidewalk, alley, waterway, or utility easements dedicated for compatible uses.
- Q. "Term" means the period of time provided for in Section V of this Agreement.
- R. "Uniform video service local franchise agreement" or "franchise agreement" means the franchise agreement required under the Act to be the operating agreement between each franchising entity and video provider in this state.
- S. "Video programming" means that term as defined in 47 USC 522(20).
- T. "Video service" means video programming, cable services, IPTV, or OVS provided through facilities located at least in part in the public rights-of-way without regard to delivery technology, including internet protocol technology. This definition does not include any video programming provided by a commercial mobile service provider defined in 47 USC 332(d) or provided solely as part of, and via, a service that enables users to access content, information, electronic mail, or other services offered over the public internet.
- U. "Video service provider" or "Provider" means a person authorized under the Act to provide video service.
- V. "Video service provider fee" means the amount paid by a video service provider or incumbent video provider under Section 6 of the Act and Section VI of this Agreement.

II. Requirements of the Provider

- A. An unfranchised Provider will not provide video services in any local unit of government without first obtaining a uniform video service local franchise agreement as provided under **Section 3 of the Act** (except as otherwise provided by the Act).
- B. The Provider shall file in a timely manner with the Federal Communications Commission all forms required by that agency in advance of offering video service in Michigan.
- C. The Provider agrees to comply with all valid and enforceable federal and state statutes and regulations.
- D. The Provider agrees to comply with all valid and enforceable local regulations regarding the use and occupation of public rights-of-way in the delivery of the video service, including the police powers of the Franchising Entity.
- E. The Provider shall comply with all Federal Communications Commission requirements involving the distribution and notification of federal, state, and local emergency messages over the emergency alert system applicable to cable operators.
- F. The Provider shall comply with the public, education, and government programming requirements of Section 4 of the Act.
- G. The Provider shall comply with all customer service rules of the Federal Communications Commission under 47 CFR 76.309 (c) applicable to cable operators and applicable provisions of the Michigan Consumer Protection Act, 1976 PA 331, MCL 445.901 to 445.922.
 - i. Including but not limited to: MCL 445.902; MCL 445.903 (1)(a) through 445.903(1)(cc); MCL 445.903(1)(ff) through (jj); MCL 445.903(2); MCL 445.905; MCL 445.906; MCL 445.907; MCL 445.908; MCL 445.910; MCL 445.911; MCL 445.914; MCL 445.915; MCL 445.916; MCL 445.918.
- H. The Provider agrees to comply with in-home wiring and consumer premises wiring rules of the Federal Communications Commission applicable to cable operators.
- I. The Provider shall comply with the Consumer Privacy Requirements of 47 USC 551 applicable to cable operators.
- J. If the Provider is an incumbent video provider, it shall comply with the terms which provide insurance for right-of-way related activities that are contained in its last cable franchise or consent agreement from the Franchising Entity entered before the effective date of the Act.
- K. The Provider agrees that before offering video services within the boundaries of a local unit of government, the video Provider shall enter into a Franchise Agreement with the local unit of government as required by the Act.
- L. The Provider understands that as the effective date of the Act, no existing Franchise Agreement with a Franchising Entity shall be renewed or extended upon the expiration date of the Agreement.
- M. The Provider provides an exact description of the video service area footprint to be served, pursuant to **Section 2(3)(e) of the Act**. If the Provider is not an incumbent video Provider, the date on which the Provider expects to provide video services in the area identified under **Section 2(3)(e) of the Act** must be noted. The Provider will provide this information in Attachment 1 - Uniform Video Service Local Franchise Agreement.
- N. The Provider is required to pay the Provider fees pursuant to **Section 6 of the Act**.

III. Provider Providing Access

- A. The Provider shall not deny access to service to any group of potential residential subscribers because of the race or income of the residents in the local area in which the group resides.
- B. It is a defense to an alleged violation of Paragraph A if the Provider has met either of the following conditions:
 - i. Within 3 years of the date it began providing video service under the Act and the Agreement; at least 25% of households with access to the Provider's video service are low-income households.
 - ii. Within 5 years of the date it began providing video service under the Act and Agreement and from that point forward, at least 30% of the households with access to the Provider's video service are low-income households.
- C. **[If the Provider is using telecommunication facilities]** to provide video services and has more than 1,000,000 telecommunication access lines in Michigan, the Provider shall provide access to its video service to a number of households equal to at least 25% of the households in the provider's telecommunication

service area in Michigan within 3 years of the date it began providing video service under the Act and Agreement and to a number not less than 50% of these households within 6 years. **The video service Provider is not required to meet the 50% requirement in this paragraph until 2 years after at least 30% of the households with access to the Provider's video service subscribe to the service for 6 consecutive months.**

- D. The Provider may apply to the Franchising Entity, and in the case of paragraph C, the Commission, for a waiver of or for an extension of time to meet the requirements of this section if 1 or more of the following apply:
- i. The inability to obtain access to public and private rights-of-way under reasonable terms and conditions.
 - ii. Developments or buildings not being subject to competition because of existing exclusive service arrangements.
 - iii. Developments or buildings being inaccessible using reasonable technical solutions under commercial reasonable terms and conditions.
 - iv. Natural disasters
 - v. Factors beyond the control of the Provider
- E. The Franchising Entity or Commission may grant the waiver or extension only if the Provider has made substantial and continuous effort to meet the requirements of this section. If an extension is granted, the Franchising Entity or Commission shall establish a new compliance deadline. If a waiver is granted, the Franchising Entity or Commission shall specify the requirement or requirements waived.
- F. The Provider shall file an annual report with the Franchising Entity and the Commission regarding the progress that has been made toward compliance with paragraphs B and C.
- G. Except for satellite service, the provider may satisfy the requirements of this paragraph and Section 9 of the Act through the use of alternative technology that offers service, functionality, and content, which is demonstrably similar to that provided through the provider's video service system and may include a technology that does not require the use of any public right-of-way. The technology utilized to comply with the requirements of this section shall include local public, education, and government channels and messages over the emergency alert system as required under Paragraph II(E) of this Agreement.

IV. Responsibility of the Franchising Entity

- A. The Franchising Entity hereby grants authority to the Provider to provide Video Service in the Video Service area footprint, as described in this Agreement and Attachments, as well as the Act.
- B. The Franchising Entity hereby grants authority to the Provider to use and occupy the Public Rights-of-way in the delivery of Video Service, subject to the laws of the state of Michigan and the police powers of the Franchising Entity.
- C. The Franchising Entity shall notify the Provider as to whether the submitted Franchise Agreement is complete as required by the Act within 15 business days after the date that the Franchise Agreement is filed. If the Franchise Agreement is not complete, the Franchising Entity shall state in its notice the reasons the Franchise Agreement is incomplete. The Franchising Entity cannot declare an application to be incomplete because it may dispute whether or not the applicant has properly classified certain material as "confidential."
- D. The Franchising Entity shall have 30 days after the submission date of a complete Franchise Agreement to approve the agreement. If the Franchising Entity does not notify the Provider regarding the completeness of the Franchise Agreement or approve the Franchise Agreement within the time periods required under **Section 3(3) of the Act**, the Franchise Agreement shall be considered complete and the Franchise Agreement approved.
- i. If time has expired for the Franchising Entity to notify the Provider, The Provider shall send (via mail: certified or registered, or by fax) notice to the Franchising Entity and the Commission, using Attachment 3 of this Agreement.
- E. The Franchising Entity shall allow a Provider to install, construct, and maintain a video service or communications network within a public right-of-way and shall provide the provider with open, comparable, nondiscriminatory, and competitively neutral access to the public right-of-way.
- F. The Franchising Entity may not discriminate against a video service provider to provide video service for any of the following:
- i. The authorization or placement of a video service or communications network in public right-of-way.
 - ii. Access to a building owned by a governmental entity.
 - iii. A municipal utility pole attachment.
- G. The Franchising Entity may impose on a Provider a permit fee only to the extent it imposes such a fee on incumbent video providers, and any fee shall not exceed the actual, direct costs incurred by the Franchising Entity for issuing the relevant permit. A fee under this section shall not be levied if the Provider already has

paid a permit fee of any kind in connection with the same activity that would otherwise be covered by the permit fee under this section or is otherwise authorized by law or contract to place the facilities used by the Provider in the public right-of-way or for general revenue purposes.

- H. The Franchising Entity shall not require the provider to obtain any other franchise, assess any other fee or charge, or impose any other franchise requirement than is allowed under the Act and this Agreement. For purposes of this Agreement, a franchise requirement includes but is not limited to, a provision regulating rates charged by video service providers, requiring the video service providers to satisfy any build-out requirements, or a requirement for the deployment of any facilities or equipment.
- I. Notwithstanding any other provision of the Act, the Provider shall not be required to comply with, and the Franchising Entity may not impose or enforce, any mandatory build-out or deployment provisions, schedules, or requirements except as required by **Section 9 of the Act**.
- J. The Franchising Entity is subject to the penalties provided for under Section 14 of the Act.

V. Term

- A. This Franchise Agreement shall be for a period of 10 years from the date it is issued. The date it is issued shall be calculated either by (a) the date the Franchising Entity approved the Agreement, provided it did so within 30 days after the submission of a complete franchise agreement, or (b) the date the Agreement is deemed approved pursuant to **Section 3(3) of the Act**, if the Franchising Entity either fails to notify the Provider regarding the completeness of the Agreement or approve the Agreement within the time periods required under that subsection.
- B. Before the expiration of the initial Franchise Agreement or any subsequent renewals, the Provider may apply for an additional 10-year renewal under **Section 3(7) of the Act**.

VI. Fees

- A. A video service Provider shall calculate and pay an annual video service provider fee to the Franchising Entity. The fee shall be 1 of the following:
 - i. If there is an existing Franchise Agreement, an amount equal to the percentage of gross revenue paid to the Franchising Entity by the incumbent video Provider with the largest number of subscribers in the Franchising Entity.
 - ii. At the expiration of an existing Franchise Agreement or if there is no existing Franchise Agreement, an amount equal to the percentage of gross revenue as established by the Franchising Entity of 5 % (percentage amount to be inserted by Franchising Entity which shall not exceed 5%) and shall be applicable to all providers
- B. The fee shall be due on a quarterly basis and paid within 45 days after the close of the quarter. Each payment shall include a statement explaining the basis for the calculation of the fee.
- C. The Franchising Entity shall not demand any additional fees or charges from a provider and shall not demand the use of any other calculation method other than allowed under the Act.
- D. For purposes of this Section, "gross revenues" means all consideration of any kind or nature, including, without limitation, cash, credits, property, and in-kind contributions received by the provider from subscribers for the provision of video service by the video service provider within the jurisdiction of the franchising entity.
 - 1. **Gross revenues shall include all of the following:**
 - i. All charges and fees paid by subscribers for the provision of video service, including equipment rental, late fees, insufficient funds fees, fees attributable to video service when sold individually or as part of a package or bundle, or functionally integrated, with services other than video service.
 - ii. Any franchise fee imposed on the Provider that is passed on to subscribers.
 - iii. Compensation received by the Provider for promotion or exhibition of any products or services over the video service.
 - iv. Revenue received by the Provider as compensation for carriage of video programming on that Provider's video service.
 - v. All revenue derived from compensation arrangements for advertising to the local franchise area.
 - vi. Any advertising commissions paid to an affiliated third party for video service advertising.
 - 2. **Gross revenues do not include any of the following:**
 - i. Any revenue not actually received, even if billed, such as bad debt net of any recoveries of bad debt.
 - ii. Refunds, rebates, credits, or discounts to subscribers or a municipality to the extent not already offset by subdivision (D)(i) and to the extent the refund, rebate, credit, or discount is attributable to the video service.

- iii. Any revenues received by the Provider or its affiliates from the provision of services or capabilities other than video service, including telecommunications services, information services, and services, capabilities, and applications that may be sold as part of a package or bundle, or functionality integrated, with video service.
 - iv. Any revenues received by the Provider or its affiliates for the provision of directory or internet advertising, including yellow pages, white pages, banner advertisement, and electronic publishing.
 - v. Any amounts attributable to the provision of video service to customers at no charge, including the provision of such service to public institutions without charge.
 - vi. Any tax, fee, or assessment of general applicability imposed on the customer or the transaction by a federal, state, or local government or any other governmental entity, collected by the Provider, and required to be remitted to the taxing entity, including sales and use taxes.
 - vii. Any forgone revenue from the provision of video service at no charge to any person, except that any forgone revenue exchanged for trades, barter, services, or other items of value shall be included in gross revenue.
 - viii. Sales of capital assets or surplus equipment.
 - ix. Reimbursement by programmers of marketing costs actually incurred by the Provider for the introduction of new programming.
 - x. The sale of video service for resale to the extent the purchaser certifies in writing that it will resell the service and pay a franchise fee with respect to the service.
- E. In the case of a video service that is bundled or integrated functionally with other services, capabilities, or applications, the portion of the video Provider's revenue attributable to the other services, capabilities, or applications shall be included in gross revenue unless the Provider can reasonably identify the division or exclusion of the revenue from its books and records that are kept in the regular course of business.
- F. Revenue of an affiliate shall be included in the calculation of gross revenues to the extent the treatment of the revenue as revenue of the affiliate has the effect of evading the payment of franchise fees which would otherwise be paid for video service.
- G. The Provider is entitled to a credit applied toward the fees due under **Section 6(1) of the Act** for all funds allocated to the Franchising Entity from annual maintenance fees paid by the provider for use of public rights-of-way, minus any property tax credit allowed under **Section 8 of the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act (METRO Act)**, 2002 PA 48, MCL 484.3108. The credits shall be applied on a monthly pro rata basis beginning in the first month of each calendar year in which the Franchising Entity receives its allocation of funds. The credit allowed under this subsection shall be calculated by multiplying the number of linear feet occupied by the Provider in the public rights-of-way of the Franchising Entity by the lesser of 5 cents or the amount assessed under the **METRO Act**. The Provider is not eligible for a credit under this section unless the provider has taken all property tax credits allowed under the **METRO Act**.
- H. All determinations and computations made under this section shall be pursuant to generally accepted accounting principles.
- I. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the Provider shall be made within 3 years from the date the compensation is remitted.
- J. The Provider may identify and collect as a separate line item on the regular monthly bill of each subscriber an amount equal to the percentage established under **Section 6(1) of the Act**, applied against the amount of the subscriber's monthly bill.
- K. The Franchising Entity shall not demand any additional fees or charges from a Provider and shall not demand the use of any other calculation method other than allowed under the Act.

VII. Public, Education, and Government (PEG) Channels

- A. The video service Provider shall designate a sufficient amount of capacity on its network to provide for the same number of public, education, and government access channels that are in actual use on the incumbent video provider system on the **effective date of the Act** or as provided under **Section 4(14) of the Act**.
- B. Any public, education, or government channel provided under this section that is not utilized by the Franchising Entity for at least 8 hours per day for 3 consecutive months may no longer be made available to the Franchising Entity and may be programmed at the Provider's discretion. At such a time as the Franchising Entity can certify a schedule for at least 8 hours of daily programming for a period of 3 consecutive months, the Provider shall restore the previously reallocated channel.
- C. The Franchising Entity shall ensure that all transmissions, content, or programming to be retransmitted by a video service Provider is provided in a manner or form that is capable of being accepted and retransmitted by a Provider, without requirement for additional alteration or change in the content by the Provider, over the

particular network of the Provider, which is compatible with the technology or protocol utilized by the Provider to deliver services.

- D. The person producing the broadcast is solely responsible for all content provided over designated public, education, or government channels. The video service Provider shall not exercise any editorial control over any programming on any channel designed for public, education, or government use.
- E. The video service Provider is not subject to any civil or criminal liability for any program carried on any channel designated for public, education, or government use.
- F. If a Franchising Entity seeks to utilize capacity pursuant to **Section 4(1) of the Act** or an agreement under **Section 13 of the Act** to provide access to video programming over one or more PEG channels, the Franchising Entity shall give the Provider a written request specifying the number of channels in actual use on the incumbent video provider's system or specified in the agreement entered into under **Section 13 of the Act**. The video service Provider shall have 90 days to begin providing access as requested by the Franchising Entity. The number and designation of PEG access channels shall be set forth in an addendum to this agreement effective 90 days after the request is submitted by the Franchising Entity.
- G. A PEG channel shall only be used for noncommercial purposes.

VIII. PEG Fees

- A. The video service Provider shall also pay to the Franchising Entity as support for the cost of PEG access facilities and services an annual fee equal to one of the following options:
 - 1. If there is an existing Franchise on the effective date of the Act, the fee (enter the fee amount N/A) paid to the Franchising Entity by the incumbent video Provider with the largest number of cable service subscribers in the Franchising Entity as determined by the existing Franchise Agreement;
 - 2. At the expiration of the existing Franchise Agreement, the amount required under (1) above, which is 0 % of gross revenues. (The amount under (1) above is not to exceed 2% of gross revenues);
 - 3. If there is no existing Franchise Agreement, a percentage of gross revenues as established by the Franchising Entity and to be determined by a community need assessment, is 0 % of gross revenues. (The percentage that is established by the Franchising Entity is not to exceed 2% of gross revenues.); and
 - 4. An amount agreed to by the Franchising Entity and the video service Provider.
- B. The fee required by this section shall be applicable to all providers, pursuant to Section 6(9) of the Act.
- C. The fee shall be due on a quarterly basis and paid within 45 days after the close of the quarter. Each payment shall include a statement explaining the basis for the calculation of the fee.
- D. All determinations and computations made under this section shall be pursuant to generally accepted accounting principles.
- E. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the Provider shall be made within 3 years from the date the compensation is remitted.
- F. The Provider may identify and collect as a separate line item on the regular monthly bill of each subscriber an amount equal to the percentage established under **Section 6(8) of the Act**, applied against the amount of the subscriber's monthly bill.
- G. The Franchising Entity shall not demand any additional fees or charges from a Provider and shall not demand the use of any other calculation method other than allowed under the Act.

IX. Audits

- A. No more than every 24 months, a Franchising Entity may perform reasonable audits of the video service Provider's calculation of the fees paid under **Section 6 of the Act** to the Franchising Entity during the preceding 24-month period only. All records reasonably necessary for the audits shall be made available by the Provider at the location where the records are kept in the ordinary course of business. The Franchising Entity and the video service Provider shall each be responsible for their respective costs of the audit. Any additional amount due verified by the Franchising Entity shall be paid by the Provider within 30 days of the Franchising Entity's submission of invoice for the sum. If the sum exceeds 5% of the total fees which the audit determines should have been paid for the 24-month period, the Provider shall pay the Franchising Entity's reasonable costs of the audit.
- B. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the provider shall be made within 3 years from the date the compensation is remitted.

X. Termination and Modification

This Franchise Agreement issued by a Franchising Entity may be terminated or the video service area footprint may be modified, except as provided under **Section 9 of the Act**, by the Provider by submitting notice to the Franchising Entity. The Provider will use Attachment 2, when notifying the Franchising Entity.

XI. Transferability

This Franchise Agreement issued by a Franchising Entity or an existing franchise of an incumbent video service Provider is fully transferable to any successor in interest to the Provider to which it is initially granted. A notice of transfer shall be filed with the Franchising Entity within 15 days of the completion of the transfer. The Provider will use Attachment 2, when notifying the Franchising Entity. The successor in interest will assume the rights and responsibilities of the original provider and will also be required to complete their portion of the Transfer Agreement located within Attachment 2.

XII. Change of Information

If any of the information contained in the Franchise Agreement changes, the Provider shall timely notify the Franchising Entity. The Provider will use Attachment 2, when notifying the Franchising Entity.

XIII. Confidentiality

Pursuant to Section 11 of the Act: Except under the terms of a mandatory protective order, trade secrets and commercial or financial information designated as such and submitted under the Act to the Franchising Entity or Commission are exempt from the Freedom of Information Act, 1976 PA 442, MCL 15.231 to 15.246 and **MUST BE KEPT CONFIDENTIAL**.

- A. The Provider may specify which items of information should be deemed "confidential." It is the responsibility of the provider to clearly identify and segregate any confidential information submitted to the franchising entity with the following information:
 "[insert PROVIDER'S NAME]
 [CONFIDENTIAL INFORMATION]"
- B. The Franchising Entity receiving the information so designated as confidential is required (a) to protect such information from public disclosure, (b) exempt such information from any response to a FOIA request, and (c) make the information available only to and for use only by such local officials as are necessary to approve the franchise agreement or perform any other task for which the information is submitted.
- C. Any Franchising Entity which disputes whether certain information submitted to it by a provider is entitled to confidential treatment under the Act may apply to the Commission for resolution of such a dispute. Unless and until the Commission determines that part or all of the information is not entitled to confidential treatment under the Act, the Franchising Entity shall keep the information confidential.

XIV. Complaints/Customer Service

- A. The Provider shall establish a dispute resolution process for its customers. Provider shall maintain a local or toll-free telephone number for customer service contact.
- B. The Provider shall be subjected to the penalties, as described under **Section 14 of the Act**, and the Franchising Entity and Provider may be subjected to the dispute process as described in **Section 10(3) of the Act**.
- C. Each Provider shall notify its customers of the dispute resolution process required under **Section 10 of the Act**.
- D. In connection with providing video services to the subscribers, a provider shall not do any act prohibited by Section 10(1)(a-f) of the Act. The Commission may enforce compliance to the extent that the activities are not covered by **Section 2(3)(l) in the Act**.

XV. Notices

Any notices to be given under this Franchise Agreement shall be in writing and delivered to a Party personally, by facsimile or by certified, registered, or first-class mail, with postage prepaid and return receipt requested, or by a nationally recognized overnight delivery service, addressed as follows:

If to the Franchising Entity:
(must provide street address)

If to the Provider:
(must provide street address)

Village of Dexter:

8140 Main Street

Dexter MI 48130

Attn: Donna Dettling

Fax No.: 734-426-5614

29777 Telegraph Road

Suite 4400

Southfield, MI 48034

Attn: Regional VP of Government Affairs

Fax No.: 248-233-4875

Or such other addresses or facsimile numbers as the Parties may designate by written notice from time to time.

XVI. Miscellaneous

- A. Governing Law. This Franchise Agreement shall be governed by, and construed in accordance with, applicable Federal laws and laws of the State of Michigan.
- B. The parties to this Franchise Agreement are subject to all valid and enforceable provisions of the Act.
- C. Counterparts. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement.
- D. Power to Enter. Each Party hereby warrants to the other Party that it has the requisite power and authority to enter into this Franchise Agreement and to perform according to the terms hereof.
- E. The Provider and Franchising Entity are subject to the provisions of 2006 Public Act 480.

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have executed this Franchise Agreement.

Village of Dexter, a Michigan Municipal Corporation

By Donna Dettling
Print Name Donna Dettling
Title Village Manager
Address 8140 Main Street
Dexter MI 48130
City, State, Zip
Phone 734-426-8303 ext 11
734-426-5614
Fax
Email

Comcast of the South Inc, a Colorado Corporation
doing business as Comcast

By David V. Buhl
Print Name David V. Buhl
Title Regional Senior Vice President
Address 29777 Telegraph Road, Suite 4400
Southfield, MI 48034
City, State, Zip
Phone 248-233-4711
248-233-4719
Fax
Email dave_buhl@cable.comcast.com

FRANCHISE AGREEMENT (Franchising Entity to Complete)

Date submitted: <u>April 12, 2007</u>
Date completed and approved: <u>May 11, 2007</u>

ATTACHMENT 1

UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT (Pursuant To 2006 Public Act 480) (Form must be typed)

Date: April 12, 2007		
Applicant's Name: Comcast of the South Inc		
Address 1: 29777 Telegraph Road		
Address 2: Suite 4400		Phone: 248-233-4700
City: Southfield	State: MI	Zip: 48034
Federal I.D. No. (FEIN): 31-1063218		

Company executive officers:

Name(s): David V. Buhl
Title(s): Regional Senior Vice President

Person(s) authorized to represent the company before the Franchising Entity and the Commission:

Name: Juan Otero		
Title: Regional Vice President of Government Affairs		
Address: 29777 Telegraph Road, Suite 4400, Southfield, MI 48034		
Phone: 248-233-4619	Fax: 248-233-4719	Email: juan_otero@cable.comcast.com

Describe the video service area footprint as set forth in Section 2(3e) of the Act. (An exact description of the video service area footprint to be served, as identified by a geographic information system digital boundary meeting or exceeding national map accuracy standards.)

As an incumbent provider, Comcast, is satisfying this requirement by allowing a franchising entity to seek right-of-way related information comparable to that required by a permit under the metropolitan extension telecommunications rights-of-way oversight act, 2002 PA 48, MCL 484.3101 to 484.3120, as set forth in its last cable franchise entered before the effective date of this act.

[Option A: for Providers that Options B and C are not applicable, a description based on a geographic information system digital boundary meeting or exceeding national map accuracy standards]

[Option B: for Providers with 1,000,000 or more access lines in Michigan using telecommunication facilities to provide Video Service, a description based on entire wire centers or exchanges located in the Franchising Entity]

[Option C: for an Incumbent Video Service Provider, it satisfies this requirement by allowing the Franchising Entity to seek right-of-way information comparable to that required by a permit under the METRO Act as set forth in its last cable franchise or consent agreement from the Franchising Entity entered into before the effective date of the Act]

Pursuant to Section 2(3)(d) of the Act, if the Provider is not an incumbent video Provider, provide the date on which the Provider expects to provide video services in the area identified under Section 2(3)(e) (the Video Service Area Footprint).

Date:

For All Applications:

**Verification
(Provider)**

I, David V. Buhl, of lawful age, and being first duly sworn, now states: As an officer of the Provider, I am authorized to do and hereby make the above commitments. I further affirm that all statements made above are true and correct to the best of my knowledge and belief.

Name and Title (printed): David V. Buhl, Regional Senior Vice President

Signature:

David V. Buhl

Date:

4-12-07

(Franchising Entity)

Village of Dexter, a Michigan municipal corporation

By

Donna Dettling

Print Name

Village Manager

Title

Address

8140 Main St

City, State, Zip

Dexter MI 48130

Phone

734-426-8303 ext. 11

Fax

734-426-5614

Email

Date

May 1, 2007

ATTACHMENT 1



February 18, 2008

Donna Dettling, Manager
Village of Dexter
8140 Main Street
Dexter, MI 48130

Re: Change to Dexter's Uniform Video Service Local Franchise Agreement

Dear Ms. Dettling:

Pursuant to the Michigan Public Service Commission's instructions for the Uniform Video Service Local Franchise Agreement (UVSLFA), Comcast is submitting an Attachment 2 for the Village of Dexter UVSLFA changing the Company's authorized representative and notice recipient from Mr. Juan Otero to Ms. Leslie Brogan.

If you have any questions, please feel free to contact me at 517-333-6025.

Sincerely,

A handwritten signature in cursive script, reading "Leslie A. Brogan".

Leslie A. Brogan
Senior Director of Government Affairs
Comcast, Michigan Region

Enc.

ATTACHMENT 2

UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT (Pursuant to 2006 Public Act 480) (Form must be typed)

Affected Franchise Agreement(s): Village of Dexter

Date: February 15, 2008

Type of Change (Check one): ☒ Amended ☐ Termination ☐ Transfer

Current information on record:

Applicant's Name: Comcast of the South Inc.		
Address 1: 29777 Telegraph Road		
Address 2: Suite 4400		Phone: 248-233-4700
City: Southfield	State: MI	Zip: 48034
Federal I.D. No. (FEIN): 31-1063218		

For Amended Agreement(s):

Agreement that is being Amended: Village of Dexter and Comcast of the South Inc.

Types of Amendments:

A. Change in Legal Name or assume business name, etc: (Approval from Secretary of State must be attached.)

1. Existing Name:
2. New Name:

B. Change in Principal Business Address or Name of Person Authorized to Receive Notice:

1. New Principal/business office address:

Address 1: 1070 Trowbridge Road	
Address 2:	
City, State, Zip: East Lansing, MI 48823	
Email: Leslie_Brogan@cable.comcast.com	
Phone: 517-333-6025	Fax: 517-333-6044

2. New Name and Title of person authorized to receive notice:

Name:	Leslie A. Brogan	Title: Senior Director of Government Affairs
Address 1: 1070 Trowbridge Road		
Address 2:		
City, State, Zip: East Lansing, MI 48823		
Email: Leslie_Brogan@cable.comcast.com		
Phone: 517-333-6025	Fax: 517-333-6044	

C. Increase/Decrease in the Territory:

1. Reason for the change:

2. Description of change:

3. List the new unit(s) and unincorporated area(s) to be served under this change:

D. Additional changes (please attach any additional changes that have been made, which have not been previously recorded in this Attachment): Person(s) authorized to represent the company before the Franchising Entity and the Commission is: Leslie A. Brogan, Senior Director, Government Affairs

For Termination:

Effective date of Termination:

Agreement associated with the Termination:

Identify the number of customers covered by the Agreement being terminated:

Identify the method used to notify the Franchising Entity of the termination of service (Attach a copy of the notification):

For Transfer of Agreement(s):

(A transfer will require the new franchise holder or new controlling parent company to complete the information for the "New Agreement Holder")

Name of Current Franchise Holder:

Contact Name:

Address 1:

Address 2:

City, State, Zip:

Email:

Phone:

Fax:

Federal I.D. No. (FEIN):

ATTACHMENT 2

Name of New Franchise Holder or controlling parent company as applicable:	
Contact Name:	
Address 1:	
Address 2:	
City, State, Zip:	
Email:	
Phone:	Fax:
Federal I.D. No. (FEIN):	
Email:	

Company executive officers:

Name(s):
Title(s):
Person(s) authorized to represent the company before the Franchising Entity and the Commission:

Describe the video service area footprint as set forth in Section 2(3)(e) of the Act. (An exact description of the video service area footprint to be served, as identified by a geographic information system digital boundary meeting or exceeding national map accuracy standards.)

--

[Option A, for Providers that Options B and C are not applicable, a description based on a geographic information system digital boundary meeting or exceeding national map accuracy standards]

[Option B, for Providers with 1,000,000 or more access lines in Michigan using telecommunication facilities to provide Video Service, a description based on entire wire centers or exchanges located in the Franchising Entity]

ATTACHMENT 2

[Option C, for an Incumbent Video Service Provider, it satisfies this requirement by allowing the Franchising Entity to seek right-of-way information comparable to that required by a permit under the METRO Act as set forth in its last cable franchise or consent agreement from the Franchising Entity entered into before the effective date of the Act]]

Explain the transaction that defines the transferee as a successor in interest (Attachments are acceptable):

--

Effective date of Transfer:

(Per 2006 Public Act 480: A notice of transfer shall be filed with the Franchising Entity within 15 days of the completion of the transfer)

Agreement associated with the Transfer:

For All Applications:

**Verification
(Provider)**

I, David V. Buhl, of lawful age, and being first duly sworn, now state: As an officer of the Provider, I am authorized to do and hereby make the above commitments. I further affirm that all statements made above are true and correct to the best of my knowledge and belief.

Name and Title (printed): David V. Buhl, Regional Senior Vice President

Signature:

David V. Buhl

Date:

2-15-08

(Franchising Entity)

Village of Dexter, a Michigan municipal corporation

By _____

Print Name _____

Title _____

Address _____

City, State, Zip _____

Phone _____

Fax _____

Email _____

Date _____

ATTACHMENT2

State Law

UNIFORM VIDEO SERVICES LOCAL FRANCHISE ACT Act 480 of 2006

AN ACT to provide for uniform video service local franchises; to promote competition in providing video services in this state; to ensure local control of rights-of-way; to provide for fees payable to local units of government; to provide for local programming; to prescribe the powers and duties of certain state and local agencies and officials; and to provide for penalties.

History: 2006, Act 480, Eff. Jan. 1, 2007.

The People of the State of Michigan enact:

484.3301 Short title; definitions.

Sec. 1. (1) This act shall be known and may be cited as the "uniform video services local franchise act".

(2) As used in this act:

- (a) "Cable operator" means that term as defined in 47 USC 522(5).
- (b) "Cable service" means that term as defined in 47 USC 522(6).
- (c) "Cable system" means that term as defined in 47 USC 522(7).
- (d) "Commission" means the Michigan public service commission.
- (e) "Franchising entity" means the local unit of government in which a provider offers video services through a franchise.
- (f) "Household" means a house, an apartment, a mobile home, or any other structure or part of a structure intended for residential occupancy as separate living quarters.
- (g) "Incumbent video provider" means a cable operator serving cable subscribers or a telecommunication provider providing video services through the provider's existing telephone exchange boundaries in a particular franchise area within a local unit of government on the effective date of this act.
- (h) "IPTV" means internet protocol television.
- (i) "Local unit of government" means a city, village, or township.
- (j) "Low-income household" means a household with an average annual household income of less than \$35,000.00 as determined by the most recent decennial census.
- (k) "Open video system" or "OVS" means that term as defined in 47 USC 573.
- (l) "Person" means an individual, corporation, association, partnership, governmental entity, or any other legal entity.
- (m) "Public rights-of-way" means the area on, below, or above a public roadway, highway, street, public sidewalk, alley, waterway, or utility easements dedicated for compatible uses.
- (n) "Uniform video service local franchise agreement" or "franchise agreement" means the franchise agreement required under this act to be the operating agreement between each franchising entity and video provider in this state.
- (o) "Video programming" means that term as defined in 47 USC 522(20).
- (p) "Video service" means video programming, cable services, IPTV, or OVS provided through facilities located at least in part in the public rights-of-way without regard to delivery technology, including internet protocol technology. This definition does not include any video programming provided by a commercial mobile service provider defined in 47 USC 332(d) or provided solely as part of, and via, a service that enables users to access content, information, electronic mail, or other services offered over the public internet.
- (q) "Video service provider" or "provider" means a person authorized under this act to provide video service.
- (r) "Video service provider fee" means the amount paid by a video service provider or incumbent video provider under section 6.

History: 2006, Act 480, Eff. Jan. 1, 2007.

484.3302 Uniform video service local franchise agreement; form; provisions.

Sec. 2. (1) No later than 30 days from the effective date of this act, the commission shall issue an order establishing the standardized form for the uniform video service local franchise agreement to be used by each franchising entity in this state.

(2) Except as otherwise provided by this act, a person shall not provide video services in any local unit of government without first obtaining a uniform video service local franchise as provided under section 3.

(3) The uniform video service local franchise agreement created under subsection (1) shall include all of the following provisions:

- (a) The name of the provider.

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- (b) The address and telephone number of the provider's principal place of business.
- (c) The name of the provider's principal executive officers and any persons authorized to represent the provider before the franchising entity and the commission.
- (d) If the provider is not an incumbent video provider, the date on which the provider expects to provide video services in the area identified under subdivision (e).
- (e) An exact description of the video service area footprint to be served, as identified by a geographic information system digital boundary meeting or exceeding national map accuracy standards. For providers with 1,000,000 or more access lines in this state using telecommunication facilities to provide video services, the footprint shall be identified in terms of entire wire centers or exchanges. An incumbent video provider satisfies this requirement by allowing a franchising entity to seek right-of-way related information comparable to that required by a permit under the metropolitan extension telecommunications rights-of-way oversight act, 2002 PA 48, MCL 484.3101 to 484.3120, as set forth in its last cable franchise or consent agreement from the franchising entity entered before the effective date of this act.
- (f) A requirement that the provider pay the video service provider fees required under section 6.
- (g) A requirement that the provider file in a timely manner with the federal communications commission all forms required by that agency in advance of offering video service in this state.
- (h) A requirement that the provider agrees to comply with all valid and enforceable federal and state statutes and regulations.
- (i) A requirement that the provider agrees to comply with all valid and enforceable local regulations regarding the use and occupation of public rights-of-way in the delivery of the video service, including the police powers of the franchising entity.
- (j) A requirement that the provider comply with all federal communications commission requirements involving the distribution and notification of federal, state, and local emergency messages over the emergency alert system applicable to cable operators.
- (k) A requirement that the provider comply with the public, education, and government programming requirements of section 4.
- (l) A requirement that the provider comply with all customer service rules of the federal communications commission under 47 CFR 76.309(c) applicable to cable operators and applicable provisions of the Michigan consumers protection act, 1976 PA 331, MCL 445.901 to 445.922.
- (m) A requirement that the provider comply with the consumer privacy requirements of 47 USC 551 applicable to cable operators.
- (n) A requirement that the provider comply with in-home wiring and consumer premises wiring rules of the federal communications commission applicable to cable operators.
- (o) A requirement that an incumbent video provider comply with the terms which provide insurance for right-of-way related activities that are contained in its last cable franchise or consent agreement from the franchising entity entered before the effective date of this act.
- (p) A grant of authority by the franchising entity to provide video service in the video service area footprint as described under subdivision (e).
- (q) A grant of authority by the franchising entity to use and occupy the public rights-of-way in the delivery of the video service, subject to the laws of this state and the police powers of the franchising entity.
- (r) A requirement that the parties to the agreement are subject to the provisions of this act.
- (s) The penalties provided for under section 14.

History: 2006, Act 480, Eff. Jan. 1, 2007.

484.3303 Franchise agreement with local unit of government; notice of completion; approval; transferability; termination or modification; notice of change in information; duration of franchise; renewal; certain conditions prohibited.

Sec. 3. (1) Before offering video services within the boundaries of a local unit of government the video provider shall enter into or possess a franchise agreement with the local unit of government as required by this act.

(2) A franchising entity shall notify the provider as to whether the submitted franchise agreement is complete as required by this act within 15 business days after the date that the franchise agreement is filed. If the franchise agreement is not complete, the franchising entity shall state in its notice the reasons the franchise agreement is incomplete.

(3) A franchising entity shall have 30 days after the submission date of a complete franchise agreement to approve the agreement. If the franchising entity does not notify the provider regarding the completeness of the franchise agreement or approve the franchise agreement within the time periods required under this subsection, the franchise agreement shall be considered complete and the franchise agreement approved.

(4) The uniform video service local franchise agreement issued by a franchising entity or an existing franchise of an incumbent video service provider is fully transferable to any successor in interest to the provider to which it is initially granted. A notice of transfer shall be filed with the franchising entity within 15 days of the completion of the transfer.

(5) The uniform video service local franchise agreement issued by a franchising entity may be terminated or the video service area footprint may be modified, except as provided under section 9, by the provider by submitting notice to the franchising entity.

(6) If any of the information contained in the franchise agreement changes, the provider shall timely notify the franchising entity.

(7) The uniform video service local franchise shall be for a period of 10 years from the date it is issued. Before the expiration of the initial franchise agreement or any subsequent renewals, the provider may apply for an additional 10-year renewal under this section.

(8) As a condition to obtaining or holding a franchise, a franchising entity shall not require a video service provider to obtain any other franchise, assess any other fee or charge, or impose any other franchise requirement than is allowed under this act. For purposes of this subsection, a franchise requirement includes, but is not limited to, a provision regulating rates charged by video service providers, requiring the video service providers to satisfy any build-out requirements, or a requirement for the deployment of any facilities or equipment.

History: 2006, Act 480, Eff. Jan. 1, 2007.

484.3304 Public, education, and government access channels; availability; manner of retransmission; interconnection; editorial control; liability; access to signals of local broadcast television station; prohibited conduct by provider; use of reception technology; use for noncommercial purposes; applicability of subsections (7) to (11); request specifying number of channels in actual use.

Sec. 4. (1) A video service provider shall designate a sufficient amount of capacity on its network to provide for the same number of public, education, and government access channels that are in actual use on the incumbent video provider system on the effective date of this act or as provided under subsection (14).

(2) Any public, education, or government channel provided under this section that is not utilized by the franchising entity for at least 8 hours per day for 3 consecutive months may no longer be made available to the franchising entity and may be programmed at the provider's discretion. At such time as the franchising entity can certify a schedule for at least 8 hours of daily programming for a period of 3 consecutive months, the provider shall restore the previously reallocated channel.

(3) The franchising entity shall ensure that all transmissions, content, or programming to be retransmitted by a video service provider is provided in a manner or form that is capable of being accepted and retransmitted by a provider, without requirement for additional alteration or change in the content by the provider, over the particular network of the provider, which is compatible with the technology or protocol utilized by the provider to deliver services.

(4) A video service provider may request that an incumbent video provider interconnect with its video system for the sole purpose of providing access to video programming that is being provided over public, education, and government channels for a franchising entity that is served by both providers. Where technically feasible, interconnection shall be allowed under an agreement of the parties. The video service provider and incumbent video provider shall negotiate in good faith and may not unreasonably withhold interconnection. Interconnection may be accomplished by any reasonable method as agreed to by the providers. The requesting video service provider shall pay the construction, operation, maintenance, and other costs arising out of the interconnection, including the reasonable costs incurred by the incumbent provider.

(5) The person producing the broadcasts is solely responsible for all content provided over designated public, education, or government channels. A video service provider shall not exercise any editorial control over any programming on any channel designed for public, education, or government use.

(6) A video service provider is not subject to any civil or criminal liability for any program carried on any channel designated for public, education, or government use.

(7) Except as otherwise provided in subsection (8), a provider shall provide subscribers access to the signals of the local broadcast television station licensed by the federal communications commission to serve those subscribers over the air. This section does not apply to a low-power station unless the station is a qualified low-power station as defined under 47 USC 534(h)(2). A provider is required to only carry digital broadcast signals to the extent that a broadcast television station has the right under federal law or regulation to demand carriage of the digital broadcast signals by a cable operator on a cable system.

(8) To facilitate access by subscribers of a video service provider to the signals of local broadcast stations

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under this section, a station either shall be granted mandatory carriage or may request retransmission consent with the provider.

(9) A provider shall transmit, without degradation, the signals a local broadcast station delivers to the provider. A provider is not required to provide a television station valuable consideration in exchange for carriage.

(10) A provider shall not do either of the following:

(a) Discriminate among or between broadcast stations and programming providers with respect to transmission of their signals, taking into account any consideration afforded the provider by the programming provider or broadcast station. In no event shall the signal quality as retransmitted by the provider be required to be superior to the signal quality of the broadcast stations as received by the provider from the broadcast television station.

(b) Delete, change, or alter a copyright identification transmitted as part of a broadcast station's signal.

(11) A provider shall not be required to utilize the same or similar reception technology as the broadcast stations or programming providers.

(12) A public, education, or government channel shall only be used for noncommercial purposes.

(13) Subsections (7) to (11) apply only to a video service provider that delivers video programming in a video service area where the provider is not regulated as a cable operator under federal law.

(14) If a franchising entity seeks to utilize capacity designated under subsection (1) or an agreement under section 13 to provide access to video programming over 1 or more public, governmental, and education channels, the franchising entity shall give the provider a written request specifying the number of channels in actual use on the incumbent video provider's system or specified in the agreement entered into under section 13. The video service provider shall have 90 days to begin providing access as requested by the franchising entity.

History: 2006, Act 480, Eff. Jan. 1, 2007.

484.3305 Renewal or extension of existing franchise agreement; unreasonable and unenforceable provisions; burdensome terms, conditions, or requirements.

Sec. 5. (1) As of the effective date of this act, no existing franchise agreement with a franchising entity shall be renewed or extended upon the expiration date of the agreement.

(2) The incumbent video provider, at its option, may continue to provide video services to the franchising entity by electing to do 1 of the following:

(a) Terminate the existing franchise agreement before the expiration date of the agreement and enter into a new franchise under a uniform video service local franchise agreement.

(b) Continue under the existing franchise agreement amended to include only those provisions required under a uniform video service local franchise.

(c) Continue to operate under the terms of an expired franchise until a uniform video service local franchise agreement takes effect. An incumbent video provider has 120 days after the effective date of this act to file for a uniform video service local franchise agreement.

(3) On the effective date of this act, any provisions of an existing franchise that are inconsistent with or in addition to the provisions of a uniform video service local franchise agreement are unreasonable and unenforceable by the franchising entity.

(4) If a franchising entity authorizes 2 or more video service providers through an existing franchise, a uniform video service local franchise agreement, or an agreement under section 13, the franchising entity shall not enforce any term, condition, or requirement of any franchise agreement that is more burdensome than the terms, conditions, or requirements contained in another franchise agreement.

History: 2006, Act 480, Eff. Jan. 1, 2007.

***** 484.3306 Subsection (13) does not apply after December 31, 2009 *****

484.3306 Video service provider fee; payment; "gross revenues" defined; calculation; additional fee; credits; assessment; inapplicability of subsection after December 31, 2009.

Sec. 6. (1) A video service provider shall calculate and pay an annual video service provider fee to the franchising entity. The fee shall be 1 of the following:

(a) If there is an existing franchise agreement, an amount equal to the percentage of gross revenues paid to the franchising entity by the incumbent video provider with the largest number of subscribers in the franchising entity.

(b) At the expiration of an existing franchise agreement or if there is no existing franchise agreement, an amount equal to the percentage of gross revenues as established by the franchising entity not to exceed 5%

and shall be applicable to all providers.

(2) The fee due under subsection (1) shall be due on a quarterly basis and paid within 45 days after the close of the quarter. Each payment shall include a statement explaining the basis for the calculation of the fee.

(3) The franchising entity shall not demand any additional fees or charges from a provider and shall not demand the use of any other calculation method other than allowed under this act.

(4) For purposes of this section, "gross revenues" means all consideration of any kind or nature, including, without limitation, cash, credits, property, and in-kind contributions received by the provider from subscribers for the provision of video service by the video service provider within the jurisdiction of the franchising entity. Gross revenues shall include all of the following:

(a) All charges and fees paid by subscribers for the provision of video service, including equipment rental, late fees, insufficient funds fees, fees attributable to video service when sold individually or as part of a package or bundle, or functionally integrated, with services other than video service.

(b) Any franchise fee imposed on the provider that is passed on to subscribers.

(c) Compensation received by the provider for promotion or exhibition of any products or services over the video service.

(d) Revenue received by the provider as compensation for carriage of video programming on that provider's video service.

(e) All revenue derived from compensation arrangements for advertising attributable to the local franchise area.

(f) Any advertising commissions paid to an affiliated third party for video service advertising.

(5) Gross revenues do not include any of the following:

(a) Any revenue not actually received, even if billed, such as bad debt net of any recoveries of bad debt.

(b) Refunds, rebates, credits, or discounts to subscribers or a municipality to the extent not already offset by subdivision (a) and to the extent the refund, rebate, credit, or discount is attributable to the video service.

(c) Any revenues received by the provider or its affiliates from the provision of services or capabilities other than video service, including telecommunications services, information services, and services, capabilities, and applications that may be sold as part of a package or bundle, or functionally integrated, with video service.

(d) Any revenues received by the provider or its affiliates for the provision of directory or internet advertising, including yellow pages, white pages, banner advertisement, and electronic publishing.

(e) Any amounts attributable to the provision of video service to customers at no charge, including the provision of such service to public institutions without charge.

(f) Any tax, fee, or assessment of general applicability imposed on the customer or the transaction by a federal, state, or local government or any other governmental entity, collected by the provider, and required to be remitted to the taxing entity, including sales and use taxes.

(g) Any forgone revenue from the provision of video service at no charge to any person, except that any forgone revenue exchanged for trades, barter, services, or other items of value shall be included in gross revenue.

(h) Sales of capital assets or surplus equipment.

(i) Reimbursement by programmers of marketing costs actually incurred by the provider for the introduction of new programming.

(j) The sale of video service for resale to the extent the purchaser certifies in writing that it will resell the service and pay a franchise fee with respect to the service.

(6) In the case of a video service that is bundled or integrated functionally with other services, capabilities, or applications, the portion of the video provider's revenue attributable to the other services, capabilities, or applications shall be included in gross revenue unless the provider can reasonably identify the division or exclusion of the revenue from its books and records that are kept in the regular course of business.

(7) Revenue of an affiliate shall be included in the calculation of gross revenues to the extent the treatment of the revenue as revenue of the affiliate has the effect of evading the payment of franchise fees which would otherwise be paid for video service.

(8) In addition to the fee required under subsection (1), a video service provider shall pay to the franchising entity as support for the cost of public, education, and government access facilities and services an annual fee equal to 1 of the following:

(a) If there is an existing franchise on the effective date of this act, the fee paid to the franchising entity by the incumbent video provider with the largest number of cable service subscribers in the franchising entity as determined by the existing franchise agreement.

(b) At the expiration of the existing franchise agreement, the amount required under subdivision (a) not to exceed 2% of gross revenues.

(c) If there is no existing franchise agreement, a percentage of gross revenues as established by the franchising entity not to exceed 2% to be determined by a community need assessment.

(d) An amount agreed to by the franchising entity and the video service provider.

(9) The fee required under subsection (8) shall be applicable to all providers.

(10) The fee due under subsection (8) shall be due on a quarterly basis and paid within 45 days after the close of the quarter. Each payment shall include a statement explaining the basis for the calculation of the fee.

(11) A video service provider is entitled to a credit applied toward the fees due under subsection (1) for all funds allocated to the franchising entity from annual maintenance fees paid by the provider for use of public rights-of-way, minus any property tax credit allowed under section 8 of the metropolitan extension telecommunications rights-of-way oversight act, 2002 PA 48, MCL 484.3108. The credits shall be applied on a monthly pro rata basis beginning in the first month of each calendar year in which the franchising entity receives its allocation of funds. The credit allowed under this subsection shall be calculated by multiplying the number of linear feet occupied by the provider in the public rights-of-way of the franchising entity by the lesser of 5 cents or the amount assessed under the metropolitan extension telecommunications rights-of-way oversight act, 2002 PA 48, MCL 484.3101 to 484.3120. A video service provider is not eligible for a credit under this subsection unless the provider has taken all property tax credits allowed under the metropolitan extension telecommunications rights-of-way oversight act, 2002 PA 48, MCL 484.3101 to 484.3120.

(12) All determinations and computations made under this section shall be pursuant to generally accepted accounting principles.

(13) The commission within 30 days after the enactment into law of any appropriation to it shall ascertain the amount of the appropriation attributable to the actual costs to the commission in exercising its duties under this act and shall be assessed against each video service provider doing business in this state. Each provider shall pay a portion of the total assessment in the same proportion that its number of subscribers for the preceding calendar year bears to the total number of video service subscribers in the state. The first assessment made under this act shall be based on the commission's estimated number of subscribers for each provider in the year that the appropriation is made. The total assessment under this subsection shall not exceed \$1,000,000.00 annually. This subsection does not apply after December 31, 2009.

History: 2006, Act 480, Eff. Jan. 1, 2007.

484.3307 Audits; claims for unpaid fees or refunds; identification and collection as separate line item.

Sec. 7. (1) No more than every 24 months, a franchising entity may perform reasonable audits of the video service provider's calculation of the fees paid under section 6 to the franchising entity during the preceding 24-month period only. All records reasonably necessary for the audits shall be made available by the provider at the location where the records are kept in the ordinary course of business. The franchising entity and the video service provider shall each be responsible for their respective costs of the audit. Any additional amount due verified by the franchising entity shall be paid by the provider within 30 days of the franchising entity's submission of an invoice for the sum. If the sum exceeds 5% of the total fees which the audit determines should have been paid for the 24-month period, the provider shall pay the franchising entity's reasonable costs of the audit.

(2) Any claims by a franchising entity that fees have not been paid as required under section 6, and any claims for refunds or other corrections to the remittance of the provider, shall be made within 3 years from the date the compensation is remitted.

(3) Any video service provider may identify and collect as a separate line item on the regular monthly bill of each subscriber an amount equal to the percentage established under section 6(1) applied against the amount of the subscriber's monthly bill.

(4) A video service provider may identify and collect as a separate line item on the regular monthly bill of each subscriber an amount equal to the percentage established under section 6(8) applied against the amount of the subscriber's monthly bill.

History: 2006, Act 480, Eff. Jan. 1, 2007.

484.3308 Installation, construction, and maintenance of video service or communications network within public right-of-way; access; fee; limitation.

Sec. 8. (1) A franchising entity shall allow a video service provider to install, construct, and maintain a video service or communications network within a public right-of-way and shall provide the provider with open, comparable, nondiscriminatory, and competitively neutral access to the public right-of-way.

(2) A franchising entity may not discriminate against a video service provider to provide video service for any of the following:

- (a) The authorization or placement of a video service or communications network in public rights-of-way.
- (b) Access to a building owned by a governmental entity.
- (c) A municipal utility pole attachment.
- (3) A franchising entity may impose on a video service provider a permit fee only to the extent it imposes such a fee on incumbent video providers, and any fee shall not exceed the actual, direct costs incurred by the franchising entity for issuing the relevant permit. A fee under this section shall not be levied if the video service provider already has paid a permit fee of any kind in connection with the same activity that would otherwise be covered by the permit fee under this section or is otherwise authorized by law or contract to place the facilities used by the video service provider in the public rights-of-way or for general revenue purposes.

History: 2006, Act 480, Eff. Jan. 1, 2007.

484.3309 Denial of service access due to race or income; defense to violation of subsection (1); video service requirements; number of households; report on compliance with subsections (2) and (3); use of alternative technology; waiver or time extension; service outside provider's existing telephone exchange boundaries not required; mandatory build-out or deployment provisions, schedules, or requirements.

Sec. 9. (1) A video service provider shall not deny access to service to any group of potential residential subscribers because of the race or income of the residents in the local area in which the group resides.

(2) It is a defense to an alleged violation of subsection (1) if the provider has met either of the following conditions:

(a) Within 3 years of the date it began providing video service under this act, at least 25% of households with access to the provider's video service are low-income households.

(b) Within 5 years of the date it began providing video service under this act and from that point forward, at least 30% of the households with access to the provider's video service are low-income households.

(3) If a video service provider is using telecommunication facilities to provide video services and has more than 1,000,000 telecommunication access lines in this state, the provider shall provide access to its video service to a number of households equal to at least 25% of the households in the provider's telecommunication service area in the state within 3 years of the date it began providing video service under this act and to a number not less than 50% of these households within 6 years. A video service provider is not required to meet the 50% requirement in this subsection until 2 years after at least 30% of the households with access to the provider's video service subscribe to the service for 6 consecutive months.

(4) Each provider shall file an annual report with the franchising entity and the commission regarding the progress that has been made toward compliance with subsections (2) and (3).

(5) Except for satellite service, a video service provider may satisfy the requirements of this section through the use of alternative technology that offers service, functionality, and content, which is demonstrably similar to that provided through the provider's video service system and may include a technology that does not require the use of any public right-of-way. The technology utilized to comply with the requirements of this section shall include local public, education, and government channels and messages over the emergency alert system as required under section 4.

(6) A video service provider may apply to the franchising entity, and, in the case of subsection (3), the commission, for a waiver of or for an extension of time to meet the requirements of this section if 1 or more of the following apply:

(a) The inability to obtain access to public and private rights-of-way under reasonable terms and conditions.

(b) Developments or buildings not being subject to competition because of existing exclusive service arrangements.

(c) Developments or buildings being inaccessible using reasonable technical solutions under commercial reasonable terms and conditions.

(d) Natural disasters.

(e) Factors beyond the control of the provider.

(7) The franchising entity or commission may grant the waiver or extension only if the provider has made substantial and continuous effort to meet the requirements of this section. If an extension is granted, the franchising entity or commission shall establish a new compliance deadline. If a waiver is granted, the franchising entity or commission shall specify the requirement or requirements waived.

(8) Notwithstanding any other provision of this act, a video service provider using telephone facilities to provide video service is not obligated to provide such service outside the provider's existing telephone exchange boundaries.

(9) Notwithstanding any other provision of this act, a video service provider shall not be required to comply with, and a franchising entity may not impose or enforce, any mandatory build-out or deployment provisions, schedules, or requirements except as required by this section.

History: 2006, Act 480, Eff. Jan. 1, 2007.

484.3310 Prohibited conduct; establishment of dispute resolution process; notice to customers; filing of complaint; manner of dispute resolution.

Sec. 10. (1) A video service provider shall not do in connection with the providing of video services to its subscribers and the commission may enforce compliance with any of the following to the extent that the activities are not covered by section 2(3)(l):

(a) Make a statement or representation, including the omission of material information, regarding the rates, terms, or conditions of providing video service that is false, misleading, or deceptive. As used in this subdivision, "material information" includes, but is not limited to, all applicable fees, taxes, and charges that will be billed to the subscriber, regardless of whether the fees, taxes, or charges are authorized by state or federal law.

(b) Charge a customer for a subscribed service for which the customer did not make an initial affirmative order. Failure to refuse an offered or proposed subscribed service is not an affirmative order for the service.

(c) If a customer has canceled a service, charge the customer for service provided after the effective date the service was canceled.

(d) Cause a probability of confusion or a misunderstanding as to the legal rights, obligations, or remedies of a party to a transaction by making a false, deceptive, or misleading statement or by failing to inform the customer of a material fact, the omission of which is deceptive or misleading.

(e) Represent or imply that the subject of a transaction will be provided promptly, or at a specified time, or within a reasonable time, if the provider knows or has reason to know that it will not be so provided.

(f) Cause coercion and duress as a result of the time and nature of a sales presentation.

(2) Each video service provider shall establish a dispute resolution process for its customers. Each provider shall maintain a local or toll-free telephone number for customer service contact.

(3) Each provider shall notify its customers not less than annually of the dispute resolution process created under this section. Each provider shall include the dispute resolution process on its website.

(4) Before a customer can file a complaint with the commission under subsection (5), the customer shall first attempt to resolve the dispute through the dispute resolution process established by the provider under subsection (2). If the dispute cannot be resolved by the provider's dispute resolution process, the customer may file a complaint with the commission under subsection (5). The provider shall provide the customer with the commission's toll-free customer service number and website address.

(5) A complaint filed under this section involving a dispute between a customer and a provider shall be handled by the commission in the following manner:

(a) An attempt to resolve the dispute shall first be made through an informal resolution process. Upon receiving a complaint, the commission shall forward the complaint to the provider and attempt to informally mediate a resolution. The provider shall have 10 business days to respond and offer a resolution. If the dispute cannot be resolved through the informal process, the customer can file a formal complaint under subdivision (b).

(b) A formal complaint filed under this subdivision shall be in writing and shall state the section or sections of this act that the customer alleges the provider has violated, sufficient facts to support the allegations, and the exact relief sought from the provider. The formal complaint shall comply with the same requirements of a written complaint filed under section 203 of the Michigan telecommunications act, 1991 PA 179, MCL 484.2203. The complaint shall be resolved by 1 of the following:

(i) If the dispute involves an amount of \$5,000.00 or less, the commission shall appoint a mediator within 7 business days of the date the complaint is filed. The mediator shall make recommendations for resolution within 30 days from the date of appointment. Within 10 days of the date of the mediator's recommendations, any named party in the complaint may request a contested case as provided under subparagraph (ii).

(ii) If the dispute involves an amount greater than \$5,000.00, a contested case hearing in the same manner as provided under section 203 of the Michigan telecommunications act, 1991 PA 179, MCL 484.2203.

(6) If the dispute is between a provider and a franchising entity or between 2 or more providers, the dispute will be resolved in the following manner:

(a) An attempt to resolve the dispute shall first be made through an informal resolution process. If a provider or franchising entity believes that a violation of this act or the franchising agreement has occurred, the provider or franchising entity may begin an informal complaint process with the commission. The provider or the franchising entity shall file with the commission a written notice of dispute identifying the

nature of the dispute, request an informal dispute resolution, and serve the notice of dispute on the other party. Commission staff will conduct an informal mediation in an attempt to resolve the dispute. If a satisfactory resolution to the dispute is not achieved, any named party in the complaint may file a formal complaint under subdivision (b).

(b) A formal complaint to the commission filed under this subdivision shall be in writing and shall state the section or sections of this act or parts of the franchising agreement that the party alleges have been violated, sufficient facts to support the allegations, the relief requested, and shall further contain all information, testimony, exhibits, or other documents and information within the moving party's possession on which the party intends to rely to support the complaint. For a period of 60 days after the date the complaint is filed, the parties shall attempt alternative means of resolving the complaint. If the parties cannot agree on the alternative means within 10 days after the date the complaint is filed, the commission shall order mediation. Within 60 days from the date mediation is ordered, the mediator shall issue a recommended settlement. Within 7 days after the date the recommended settlement is issued, each party shall file with the commission a written acceptance or rejection of the recommended settlement. If the parties accept the recommendation, then the recommendation shall become the final order in the contested case. If a party rejects or fails to respond within 7 days to the recommended settlement, then the complaint shall proceed to a contested case hearing in the same manner as provided under section 203 of the Michigan telecommunications act, 1991 PA 179, MCL 484.2203. A party that rejects the recommended settlement shall pay the opposing party's actual costs of proceeding to a contested case hearing, including a reasonable, nonexcessive attorney fee, unless the final order of the commission is more favorable to the rejecting party than the recommended settlement. A final order is considered more favorable if it differs by 10% or more from the recommended settlement in favor of the rejecting party. If the recommendation is not accepted, the individual commissioners shall not be informed of the recommended settlement until they have issued their final order.

History: 2006, Act 480, Eff. Jan. 1, 2007;—Am. 2009, Act 4, Imd. Eff. Apr. 2, 2009.

484.3311 Confidentiality.

Sec. 11. (1) Except under the terms of a mandatory protective order, trade secrets and commercial or financial information submitted under this act to the franchising entity or commission are exempt from the freedom of information act, 1976 PA 442, MCL 15.231 to 15.246.

(2) If information is disclosed under a mandatory protective order, then the franchising entity or commission may use the information for the purpose for which it is required, but the information shall remain confidential.

(3) There is a rebuttable presumption that costs studies, customer usage data, marketing studies and plans, and contracts are trade secrets or commercial or financial information protected under subsection (1). The burden of removing the presumption under this subsection is with the party seeking to have the information disclosed.

History: 2006, Act 480, Eff. Jan. 1, 2007.

484.3312 Administration of act; limitations; report.

Sec. 12. (1) The commission's authority to administer this act is limited to the powers and duties explicitly provided for under this act, and the commission shall not have the authority to regulate or control a provider under this act as a public utility.

(2) The commission shall file a report with the governor and legislature by February 1 of each year that shall include information on the status of competition for video services in this state and recommendations for any needed legislation. A video service provider shall submit to the commission any information requested by the commission necessary for the preparation of the annual report required under this subsection. The obligation of a video service provider under this subsection is limited to the submission of information generated or gathered in the normal course of business.

History: 2006, Act 480, Eff. Jan. 1, 2007.

484.3313 Voluntary franchise agreement.

Sec. 13. This act does not prohibit a local unit of government and a video service provider from entering into a voluntary franchise agreement that includes terms and conditions different than those required under this act, including, but not limited to, a reduction in the franchise fee in return for the video service provider making available to the franchising entity services, equipment, capabilities, or other valuable consideration. This section does not apply unless for each provider servicing the franchise entity it is technically feasible and commercially practicable to comply with similar terms and conditions in the franchise agreement and it is offered to the other provider.

History: 2006, Act 480, Eff. Jan. 1, 2007.

484.3314 Violation; remedies and penalties; costs; appeal and review.

Sec. 14. (1) After notice and hearing, if the commission finds that a person has violated this act, the commission shall order remedies and penalties to protect and make whole persons who have suffered damages as a result of the violation, including, but not limited to, 1 or more of the following:

(a) Except as otherwise provided under subdivision (b), order the person to pay a fine for the first offense of not less than \$1,000.00 or more than \$20,000.00. For a second and any subsequent offense, the commission shall order the person to pay a fine of not less than \$2,000.00 or more than \$40,000.00.

(b) If the video service provider has less than 250,000 telecommunication access lines in this state, order the person to pay a fine for the first offense of not less than \$200.00 or more than \$500.00. For a second and any subsequent offense, the commission shall order the person to pay a fine of not less than \$500.00 or more than \$1,000.00.

(c) If the person has received a uniform video service local franchise, revoke the franchise.

(d) Issue cease and desist orders.

(2) Notwithstanding subsection (1), a fine shall not be imposed for a violation of this act if the provider has otherwise fully complied with this act and shows that the violation was an unintentional and bona fide error notwithstanding the maintenance of procedures reasonably adopted to avoid the error. Examples of a bona fide error include clerical, calculation, computer malfunction, programming, or printing errors. An error in legal judgment with respect to a person's obligations under this act is not a bona fide error. The burden of proving that a violation was an unintentional and bona fide error is on the provider.

(3) If the commission finds that a party's complaint or defense filed under this section is frivolous, the commission shall award to the prevailing party costs, including reasonable attorney fees, against the nonprevailing party and their attorney.

(4) Any party of interest shall have the same rights to appeal and review an order or finding of the commission under this act as provided under the Michigan telecommunications act, 1991 PA 179, MCL 484.2101 to 484.2604.

History: 2006, Act 480, Eff. Jan. 1, 2007.

***** 484.3315 THIS SECTION DOES NOT APPLY AFTER DECEMBER 31, 2015 *****

484.3315 Costs to commission in exercising duties; assessment of amount against each video service provider; limitation; deduction; credit of payments to special account; applicability of section.

Sec. 15. (1) Effective January 1, 2010, the commission within 30 days after the enactment into law of any appropriation to it shall ascertain the amount of the appropriation attributable to the actual costs to the commission in exercising its duties under this act and that amount shall be assessed against each video service provider doing business in this state. Each provider shall pay a portion of the total assessment in the same proportion that its number of subscribers for the preceding calendar year bears to the total number of video service subscribers in the state. The total assessment under this section shall not exceed \$1,000,000.00 annually.

(2) For the state fiscal year commencing October 1, 2009 and annually thereafter, there shall be deducted from any amount to be assessed under subsection (1) an amount equal to the difference by which the actual expenditures of the commission attributable to exercising its duties under this act for the previous fiscal year are less than the amount assessed against each video service provider in the previous fiscal year. The deductions shall be made in the same proportion as the original assessment in subsection (1).

(3) All money paid into the state treasury by a video service provider under subsection (1) shall be credited to a special account, to be utilized solely to finance the cost to the commission of exercising its duties under this act.

(4) This section does not apply after December 31, 2015.

History: Add. 2009, Act 191, Imd. Eff. Dec. 22, 2009.

AGENDA 2-10-14
ITEM U-2

VILLAGE OF DEXTER

ddettling@dextermi.gov

8140 Main Street Dexter, MI 48130-1092

Phone (734)426-8303

Fax (734)426-5614

MEMO

To: President Keough and Council
From: Donna Dettling, Village Manager
Date: February 10, 2014
Re: Discussion of Huron Farms Connector B2B Trail
Request for Engineering Study

This is a follow-up item from the Presentation made on the Huron Farm connector to the Border to Border Trail at the January 27, 2014 Council Meeting. Included for your review is a scope of services from OHM to complete an Engineering Study on the Huron Farms Connector to the B2B Trail. Patrick Droze will be attending the meeting to address any questions you may have.

Pending council discussion of this item, staff is suggesting that this study be budgeted in Fiscal Year 2014-15 and completed after July 1, 2014.

memorandum

Date: February 5, 2014

To: Donna Dettling, Village Manager
From: Patrick Droze, P.E.

Re: Huron Farms Connector Project – Feasibility Study

At the January 27, 2014 Village Council meeting, Village Resident and current Planning Commissioner Thom Phillips presented a concept to the Village to improve connectivity with the recently constructed "Border to Border" trail. The plan included three alternatives that would connect existing sidewalk within Huron Farms Subdivision to the border to border trail. At your request, I have prepared a scope of the tasks and effort likely required to perform a preliminary engineering study. Specific tasks are as follows.

1. STAKEHOLDER COORDINATION (\$2000)

- a. **RAIL:** The Amtrak operated rail poses the single greatest impediment to the success of the project. Through discussions today with the MDOT Office of Rail, we understand that additional crossings, especially along the tracks where high speed trains are present are strongly discouraged. In addition, the Department currently has a policy in place where municipalities must remove one grade crossing in exchange for another. OHM will build on this understanding and will communicate the proposed design with appropriate contacts at Amtrak. The communication will work to determine what improvements would be necessary for Amtrak to consider construction of an additional crossing of the existing rail line. It is anticipated that one on-site meeting will be held.
- b. **MDEQ:** Portions of any of the potential alignments may have some level of impact to existing wetlands and/or inland lakes and streams. Minimizing impacts to these features will be in the Village's best interest from a dollars standpoint and will also continue the Village's traditional practice of good environmental stewardship. To best determine whether potential impacts are present, OHM staff will perform a walk of each route and will note any potential natural features. It is anticipated that one meeting will be held.
- c. **HURON-CLINTON METRO AUTHORITY:** Portions of each alternate would encroach onto HMCA property. It is anticipated that one meeting would be held with HCMA officials to confirm feasibility of constructing such a connection and learn their preferences in terms of locations and access.
- d. **MNDR:** This portion of the Huron River is designated as a Natural River Zone. As a part of this, all improvements within a certain buffer zone must be reviewed. OHM will reach out to this organization to determine if this project would fall within such a buffer and if so, what requirements would affect the design. It is anticipated that outreach under this task will occur via e-mail or telephone conversations.
- e. **OTHERS:** Due to the potential multi-jurisdictional impacts of the proposed improvements, other stakeholders will be solicited for feedback including Scio Township, the Huron River Watershed Council and the Washtenaw County Water Resources Commissioner's Office. The purpose of contacting these organizations will be to determine any necessary permits or



reviews necessary as part of a design process. Three meetings are anticipated under this task.

- f. **CRITICAL FLAW ANALYSIS:** OHM will review the findings from each subtask and will determine whether a trail will be feasible and if so, a basic cost estimate that provides an appropriate level of magnitude for construction and engineering. A brief memorandum will be provided and presented to Village Council. Note that OHM will not proceed with later tasks until approval has been granted from Staff and Village Council.

2. EARLY PRELIMINARY ENGINEERING DESIGN (\$2500)

- a. A preliminary layout of three (3) trail alignments will be detailed in AutoCAD. Horizontal and vertical alignments will be developed using Washtenaw County's existing digital contour data. The design will account for suspected wetlands, steep terrain and other natural features. The design will follow current AASHTO requirements for non-motorized pathways.
- b. It is likely that a grade separation may be a required component of a trail connection. OHM will scope potential type of bridges for such a crossing and will prepare a preliminary situation plan of its location.
- c. A preliminary engineer's opinion of probable cost will be developed for each alternative.

3. TECHNICAL MEMORANDUM (\$500)

A technical memorandum will be developed that will discuss all of the above tasks in summary. The memorandum will highlight critical design constraints from the stakeholder coordination phase and will discuss how each affect design. The memorandum will summarize each of the three alternatives, summarize benefits and challenges of each, and will provide a recommended alternative based on cost and environmental factors.

Donna Dettling

From: Droze, Patrick <pat.droze@ohm-advisors.com>
Sent: Wednesday, February 05, 2014 3:59 PM
To: Donna Dettling (ddettling@dextermi.gov)
Cc: Gronevelt, Rhett
Subject: Huron Farms Connector - Proposed Scope Document
Attachments: HuronFarm_020514.pdf

Donna:

Per our conversation, here is a basic scope that I would propose to vet Mr. Phillips concepts. As stated on the phone, if council is on board, I would recommend that we proceed with the first task and present the findings on that back to Council. If we hear good news from our stakeholder tasks and Council wishes to explore further, we can then proceed with the other tasks.

On another note, I spoke with Tina Hissong the office of rail this afternoon and she stated that the Department has a policy that you have to remove one crossing to add another. So at a minimum, the Village would likely have to do away with the Broad Street crossing to build a crossing at grade. In talking with Tina, her gut feel is that an at-grade crossing, on a curved track, on a high speed line doesn't have much of a chance. I have a call into Amtrak as they will be the ultimate authority on the issue since they are handling operations and permits.

Expanding on another part of our conversation, MDOT does have a program (http://www.michigan.gov/mdot/0,1607,7-151-11056_22444_56486_56541---,00.html) where they will actually pay locals a reward of 50k to 150k to eliminate a crossing. However, if you then went and put another crossing back in, you likely would forfeit the dollars. If it were an aerial crossing, my gut is that you could keep the money as the ultimate goal is to improve safety and a grade separation is a great way to do that.

--
PATRICK M. Droze, P.E.
PROJECT ENGINEER

OHM Advisors | ARCHITECTS. ENGINEERS. PLANNERS.

T 734.522.6711
F 734.522.6427
D 734.466.4573
C 248.761.8108

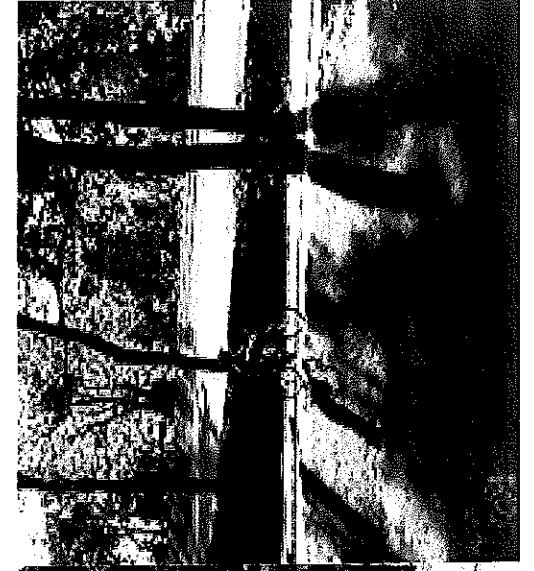
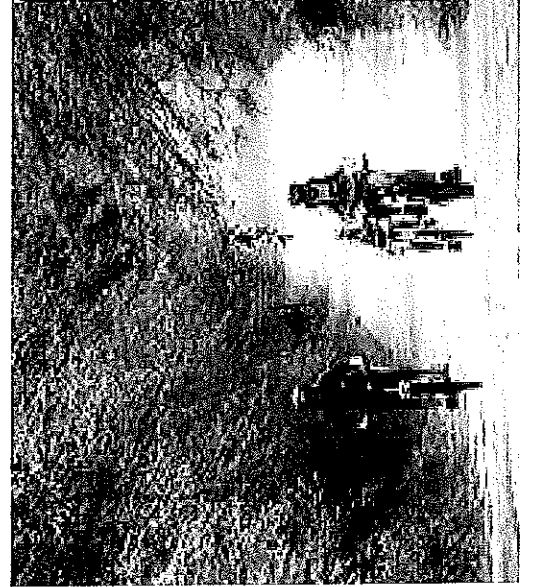
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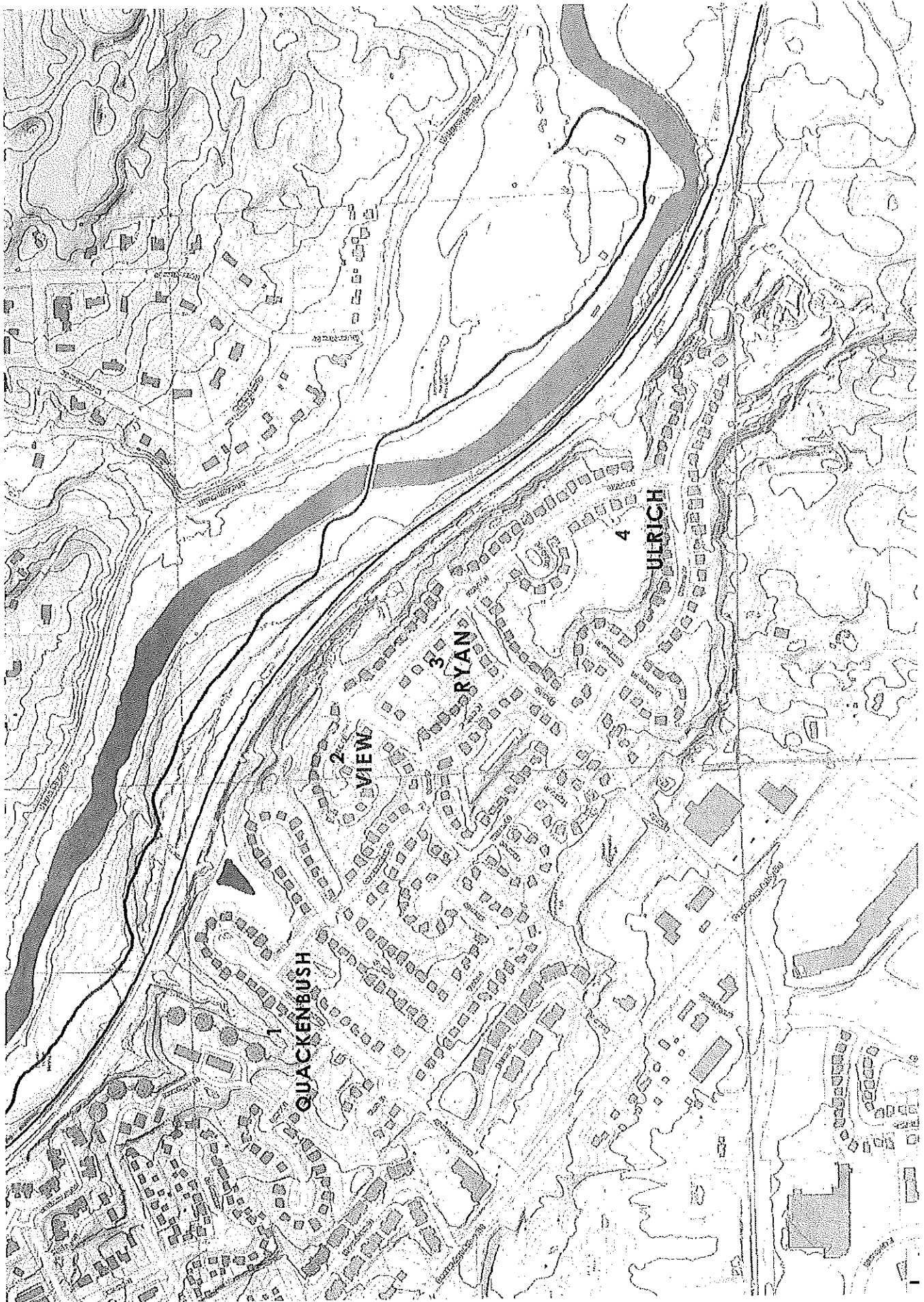
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HURON FARMS and ORCHARD RIVER HILLS CONNECTOR to “BORDER to BORDER TRAIL”

Request that Council Support
an Engineering Study





AGENDA 2-10-14
ITEM L-3

VILLAGE OF DEXTER

ddettling@dextermi.gov

8140 Main Street Dexter, MI 48130-1092

Phone (734)426-8303

Fax (734)426-5614

MEMO

To: President Keough and Council
From: Donna Dettling, Village Manager
Date: February 10, 2014
Re: Border to Border Trail at Central Street

Staff is still negotiating with the Hafners to either sell a portion of their property or provide an easement on their property to accommodate the DPW Drive. The Hafners are willing to discuss options, which mean they've opened the door to consider an arrangement. The Hafner's understand that any arrangement they agree to will require Council support. Staff will secure Council support before we move anything forward with the Hafners.

In the meantime, while the Hafner property discussions continue, Staff and the Washtenaw County Parks and Recreation Commission (WCPRC) continue to push to push forward with MDOT to acquire a permanent easement that protects the Village's right to access the DPW. Although WCPRC is aware of the Village's discussion with the Hafner's they continue to move forward with MDOT on approvals and easements and plan to build the trail upon receiving these approvals. Upon receiving these approvals, MDOT's real estate department will then prepare easement documents for WCPRC and the Village.

Since there is a chance we could be evaluating the final placement of the Trail/DPW Drive for an undefined period of time; it makes sense to work with MDOT to finalize an easement that protects the Village's access to the DPW. I will work with MDOT to secure the proper easement language as soon as possible instead of waiting for the final trail alignment. I will be working with Steve Estey to move this forward and explore any legal options the Village has with the current easement arrangement with MDOT.

I have requested that Patrick Droze attend the meeting and he will bring a preliminary cost estimate he developed last year when we were evaluating the feasibility of going around the DPW with the trail.

